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## FLORIDA POWER &amp; LIGHT COMPANY

## BILLING ADJUSTMENTS

The following charges are applied to the Monthly Rate of each rate schedule as indicated and are calculated in accordance with the formula specified by the Florida Public Service Commission.

RATE	FUEL			CONSERVATION		CAPACITY		ENVIRONMENTAL
	¢/kWh	¢/kWh	¢/kWh	¢/kWh	\$/kW	¢/kWh	\$/kW	¢/kWh
SCHEDULE	Levelized	On-Peak	Off-Peak					
RS-1, RS-1 w/RTR-1 1 <sup>st</sup> 1,000 kWh	(0.365)			0.139		0.230		0.155
RS-1, RS-1 w/ RTR-1 all addn kWh	0.635			0.139		0.230		0.155
RS-1 w/RTR-1 All kWh		(0.008)	0.003	0.139		0.230		0.155
GS-1	(0.039)			0.137		0.225		0.152
GST-1		(0.047)	(0.036)	0.137		0.225		0.152
GSD-1, GSD-1 w/SDTR (Jan – May)(Oct – Dec)	(0.039)				0.47		0.75	0.139
GSD-1 w/SDTR (Jun-Sept)		(0.063)	(0.036)		0.47		0.75	0.139
GSDT-1, HLFT-1 GSDT-1w/SDTR (Jan – May)(Oct – Dec)		(0.047)	(0.036)		0.47		0.75	0.139
GSDT-1 w/SDTR (Jun-Sept)		(0.063)	(0.036)		0.47		0.75	0.139
GSLD-1, CS-1, GSLD-1w/SDTR (Jan – May)(Oct – Dec)	(0.039)				0.53		0.85	0.138
GSLD-1 w/SDTR (Jun-Sept)		(0.063)	(0.036)		0.53		0.85	0.138
GSLDT-1, CST-1, HLFT-2, GSLDT-1 w/SDTR (Jan–May & Oct–Dec)		(0.047)	(0.036)		0.53		0.85	0.138
GSLDT-1 w/SDTR (Jun-Sept)		(0.063)	(0.036)		0.53		0.85	0.138
GSLD-2, CS-2, GSLD-2 w/SDTR (Jan – May)(Oct – Dec)	(0.039)				0.53		0.81	0.120
GSLD-2 w/SDTR (Jun- Sept)		(0.063)	(0.036)		0.53		0.81	0.120
GSLDT-2, CST-2, HLFT-3 GSLDT-2 w/SDTR (Jan – May)(Oct – Dec)		(0.047)	(0.036)		0.53		0.81	0.120
GSLDT-2 w/SDTR (Jun-Sept)		(0.063)	(0.036)		0.53		0.81	0.120
GSLD-3, CS-3	(0.038)				0.54		0.84	0.121
GSLDT-3, CST-3		(0.046)	(0.035)		0.54		0.84	0.121

NOTE: The Billing Adjustments for additional Rate Schedules are found on Sheet No. 8.030.1

(Continued from Sheet No. 8.030)  
 BILLING ADJUSTMENTS (Continued)

RATE SCHEDULE	FUEL			CONSERVATION			CAPACITY			ENVIRON- -MENTAL
	¢/kWh	¢/kWh	¢/kWh	¢/kWh	\$/kW		¢/kWh	\$/kW		¢/kWh
	Levelized	On- Peak	Off- Peak							
OS-2	(0.039)			0.074			0.095			0.084
MET	(0.039)				0.48			0.75		0.128
CILC-1(G)		(0.047)	(0.036)		0.57			0.87		0.119
CILC-1(D)		(0.047)	(0.036)		0.57			0.87		0.119
CILC-1(T)		(0.046)	(0.035)		0.56			0.84		0.110
SL-1,OL-1, RL-1, PL- 1/SL-1M, LT-1	(0.038)			0.037			0.018			0.035
SL-2, GSCU-1/SL-2M	(0.039)			0.102			0.153			0.111
					RDD	DDC		RDD	DDC	
SST-1(T)		(0.046)	(0.035)		0.06	0.03		0.10	0.05	0.106
SST-1(D1)		(0.047)	(0.036)		0.06	0.03		0.10	0.05	0.161
SST-1(D2)		(0.047)	(0.036)		0.06	0.03		0.10	0.05	0.161
SST-1(D3)		(0.047)	(0.036)		0.06	0.03		0.10	0.05	0.161
ISST-1(D)		(0.047)	(0.036)		0.06	0.03		0.10	0.05	0.161
ISST-1(T)		(0.046)	(0.035)		0.06	0.03		0.10	0.05	0.106

RESERVED FOR FUTURE USE

(Continued from Sheet No. 8.030.2)

**FUEL COST AND PURCHASE POWER RECOVERY CLAUSE (FUEL):**

The monthly charge of each rate schedule shall be rounded to the nearest .001¢ per kilowatt-hour of sales to reflect the recovery of costs of fossil and nuclear fuels and purchased power (excluding capacity payments) for each kilowatt-hour delivered, including other adjustments. Fuel Costs and Purchased Power Recovery Factors are normally calculated annually, for the billing period of January through December and are adjusted to incorporate changes in costs from one period to the next.

**ENERGY CONSERVATION COST RECOVERY CLAUSE (CONSERVATION):**

The monthly charge of each rate schedule shall be rounded to the nearest .001¢ per kilowatt-hour of sales to reflect the recovery of conservation related expenditures by the Company. The Company shall record both projected and actual expenses and revenues associated with the implementation of the Company's Energy Conservation Plan as authorized by the Commission. The procedure for the review, approval, recovery and recording of such costs and revenues is set forth in Commission Rule 25-17.015, F.A.C. Energy Conservation Cost Recovery Factors are normally developed annually, for the billing period of January through December and are adjusted to incorporate changes in costs from one period to the next.

For non-demand rate schedules, the Energy Conservation Cost Recovery Charge shall be applied to the customer's total kWh. For Demand rate schedules (other than those listed below), the Energy Conservation Cost Recovery Charge shall be applied to the customer's billing demand as specified by the rate schedule. For Rate Schedule CILC-1, the Energy Conservation Cost Recovery Charge shall be applied to the customer's On-Peak demand. For Rate Schedules SST-1 and ISST-1, the Conservation Reservation Demand Charge (RDC) and Daily Demand Charge (DDC) shall be applied to the On-Peak Standby Demand and the Contract Standby Demand as described in sections (2) and (3) of Demand Charge for each rate schedule.

**CAPACITY PAYMENT RECOVERY CLAUSE (CAPACITY):**

The monthly charge of each rate schedule shall be rounded to the nearest .001¢ per kilowatt-hour of sales or \$.01 per kilowatt of demand to reflect the recovery of capacity costs of purchased power, including other adjustments. Capacity Payment Recovery Factors are normally calculated annually, for the billing period of January through December and are adjusted to incorporate changes in costs from one period to the next.

For non-demand rate schedules, the Capacity Payment Charge shall be applied to the customer's total kWh. For Demand rate schedules (other than those listed below), the Capacity Payment Charge shall be applied to the customer's billing demand as specified by the rate schedule. For Rate Schedule CILC-1, the Capacity Payment Charge shall be applied to the customer's On-peak demand. For Rate Schedules SST-1 and ISST-1, the Capacity Reservation Demand Charge (RDC) and Daily Demand Charge (DDC) shall be applied to the On-Peak Standby Demand and the Contract Standby Demand as described in sections (2) and (3) of Demand Charge for each rate schedule.

**ENVIRONMENTAL COST RECOVERY CLAUSE (ENVIRONMENTAL):**

The monthly charge of each rate schedule shall be rounded to the nearest .001¢ per kilowatt-hour of sales to reflect the recovery of environmental compliance costs as approved by the Florida Public Service Commission. The Environmental Cost Recovery Factor is normally calculated annually, for the billing period of January through December and are adjusted to incorporate changes in costs from one period to the next.

**FRANCHISE FEE CLAUSE:**

The Monthly Rate of each rate schedule is increased by the specified percentage factor for each franchise area as set forth in the Franchise Fee Factors which are incorporated by reference as part of this clause and as filed with the Florida Public Service Commission. This percentage factor shall be applied after other appropriate adjustments.

(Continued on Sheet No. 8.032)

(Continued from Sheet No. 8.031)

**TAX ADJUSTMENT CLAUSE:**

The Tax Adjustment Clause shall be applied to the Monthly Rate of each filed rate schedule as indicated with reference to adjustment.

Plus or minus the applicable proportionate part of any taxes and assessments imposed by any governmental authority below or in excess of those in effect on the effective date hereof, which are assessed on the basis of the number of meters; the number of customers; the price of electric energy or service sold; revenues from electric energy or service sold; or, the volume of energy generated or purchased for sale or sold.

Such taxes and assessments are to be reflected on the bills of only those customers within the jurisdiction of the governmental authority imposing the taxes and assessments.

**POWER FACTOR CLAUSE:**

The Power Factor Clause shall be applied to the Monthly Rate of each rate schedule containing a specified Demand charge. The Customer's utilization equipment shall not result in a power factor at the point of delivery of less than 85% lagging at the time of maximum demand. Should this power factor be less than 85% lagging during any month, the Company may adjust the readings taken to determine the Demand by multiplying the kw obtained through such readings by 85% and by dividing the result by the power factor actually established at the time of maximum demand during the current month. Such adjusted readings shall be used in determining the Demand.

**RESERVED FOR FUTURE USE**

**STORM CHARGE  
RESERVED FOR FUTURE USE**



**STORM CHARGE  
RESERVED FOR FUTURE USE**

**RESERVED FOR FUTURE USE**

GENERAL SERVICE - NON DEMANDRATE SCHEDULE: GS-1AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose with a demand of 20 kW or less.

SERVICE:

Single phase, 60 hertz and at any available standard distribution voltage. Three phase service will be provided without additional charge unless the Company's line extension policy is applicable thereto. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge: \$10.62

## Non-Fuel Energy Charges:

Base Energy Charge	6.013 ¢ per kWh
Conservation Charge	See Sheet No. 8.030
Capacity Payment Charge	See Sheet No. 8.030
Environmental Charge	See Sheet No. 8.030

## Additional Charges:

General Service Load Management Program (if applicable)	See Sheet No. 8.109
Fuel Charge	See Sheet No. 8.030
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.032

Minimum: \$10.62

Non-Metered Accounts: A Customer Charge of \$5.32 will apply to those accounts which are billed on an estimated basis and, at the Company's option, do not have an installed meter for measuring electric service. The minimum charge shall be \$5.32.

SPECIAL PROVISIONS:

Energy used by commonly owned facilities of condominium, cooperative and homeowners' associations may qualify for the residential rate schedule as set forth on Sheet No. 8.211, Rider CU.

TERM OF SERVICE:

Not less than one (1) billing period.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

GENERAL SERVICE - NON DEMAND - TIME OF USE  
 (OPTIONAL)

RATE SCHEDULE: GST-1

AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose with a demand of 20 kW or less. This is an optional rate available to General Service - Non Demand customers upon request subject to availability of meters.

SERVICE:

Single phase, 60 hertz and at any available standard distribution voltage. Three phase service will be provided without additional charge unless the Company's line extension policy is applicable thereto. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge: \$10.62

Non-Fuel Energy Charges:	<u>On-Peak Period</u>	<u>Off-Peak Period</u>
Base Energy Charge	11.103¢ per kWh	3.802¢ per kWh
Conservation Charge	See Sheet No. 8.030	
Capacity Payment Charge	See Sheet No. 8.030	
Environmental Charge	See Sheet No. 8.030	

Additional Charges:

General Service Load Management Program (if applicable)	See Sheet No. 8.109
Fuel Charge	See Sheet No. 8.030
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.032

Minimum: \$10.62

Initial service under this rate schedule shall begin on the first scheduled meter reading date following the installation of the time of use meter.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.104)

(Continued from Sheet No. 8.103)

TERM OF SERVICE:

Initial service under this rate schedule shall be not less than one (1) billing period. Customer has the option to return to billing under Rate GS-1 upon request. However, a contract for not less than one year shall be required to renew GST-1 billing if this option is exercised. Customer may fulfill this contract by paying to the Company the remaining differential in the Customer Charge for the balance of the 12-month contract period. This payment may either be in a lump sum or spread over the remaining months in the contract period.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

GENERAL SERVICE DEMANDRATE SCHEDULE: GSD-1AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose with a measured Demand in excess of 20 kW and less than 500 kW. Customers with a Demand of 20 kW or less may enter an agreement for service under this schedule based on a Demand Charge for a minimum of 21 kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	\$26.50
Demand Charges:	
Base Demand Charge	\$9.98 per kW
Capacity Payment Charge	See Sheet No. 8.030
Conservation Charge	See Sheet No. 8.030
Non-Fuel Energy Charges:	
Base Energy Charge	2.222¢ per kWh
Environmental Charge	See Sheet No. 8.030
Additional Charges:	
General Service Load Management Program (if applicable)	See Sheet No. 8.109
Fuel Charge	See Sheet No. 8.030
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.032

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of 20 kW or less who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 21 kW times the Base Demand Charge; therefore the minimum charge is \$236.08.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's thermal type meter or, at the Company's option, integrating type meter for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

GENERAL SERVICE DEMAND - TIME OF USE  
 (OPTIONAL)

RATE SCHEDULE: GSDT-1

AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose with a measured Demand in excess of 20 kW and less than 500 kW. Customers with Demands of less than 21 kW may enter an agreement for service under this schedule based on a Demand Charge for a minimum of 21 kW. This is an optional rate available to General Service Demand customers upon request subject to availability of meters.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge: \$26.50

Demand Charges:

Base Demand Charge \$9.98 per kW of Demand occurring during the On-Peak period.  
 Capacity Payment Charge See Sheet No. 8.030, per kW of Demand occurring during the On-Peak period.  
 Conservation Charge See Sheet No. 8.030, per kW of Demand occurring during the On-Peak period.

Non-Fuel Energy Charges:

	<u>On-Peak Period</u>	<u>Off-Peak Period</u>
Base Energy Charge	4.533 ¢ per kWh	1.199 ¢ per kWh
Environmental Charge	See Sheet No. 8.030	

Additional Charges:

Fuel Charge See Sheet No. 8.030  
 Storm Charge See Sheet No. 8.040  
 Franchise Fee See Sheet No. 8.031  
 Tax Clause See Sheet No. 8.032

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 21 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 21 kW times the Base Demand Charge, therefore the minimum charge is \$236.08.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.108)

(Continued from Sheet No. 8.107)

DEMAND:

Demand is the kw to the nearest whole kw, as determined from the Company's time of use metering equipment for the 30-minute period of Customer's greatest use for the designated on-peak periods during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.



GENERAL SERVICE LOAD MANAGEMENT PROGRAM  
 (FPL "BUSINESS ON CALL" PROGRAM)

RATE SCHEDULE: GSL

AVAILABLE:

Available only within the geographic areas served by the Company's Load Management system.

APPLICATION:

To customers receiving service under Rate Schedules GS-1 and GSD-1 who elect to participate in this program, who utilize direct expansion central electric air conditioning and have operating hours that include 3 p.m. to 5 p.m., a minimum of four weekdays per week.

SERVICE:

The same as specified in Rate Schedules GS-1 and GSD-1.

LIMITATION OF SERVICE:

The same as specified in Rate Schedules GS-1 and GSD-1. Central electric air conditioning equipment shall be interrupted at the option of the Company by means of load management equipment installed on the Customer's premises.

MONTHLY CREDIT:

Customers receiving service under this schedule will receive a credit on the monthly bill as follows:

<u>DEVICE</u>	<u>APPLICABILITY</u>	<u>CREDIT</u>
Central electric air conditioning	April - October	\$2 per ton of air conditioning

The total monthly credit shall not exceed 40 percent of the Rate Schedules GS-1 and GSD-1 non-fuel energy and (where applicable) Base Demand Charges actually incurred for the month and no credit will be applied to reduce the Minimum bill specified on Rate Schedules GS-1 and GSD-1.

The air conditioning tonnage will be calculated by dividing the name plate BTU rating by 12,000 BTUs per ton. The tonnage will then be rounded to the nearest half-ton to calculate the monthly credit amount.

INTERRUPTION SCHEDULE:

The Customer's participating central electric air conditioning equipment will be interrupted only during the following period, except under emergency conditions:

April 1 through October 31:      2 p.m. to 10 p.m.

Central electric air conditioning equipment may be interrupted an accumulated total of 15 minutes during any 30-minute period with a cumulative interruption time of up to 180 minutes per day. If normal operation of the Program is not able to provide sufficient demand reduction to divert an emergency situation, central electric air conditioners may be interrupted for 17.5 minutes during any 30 minute period with a cumulative interruption time of up to 210 minutes per day.

The limitations on interruptions of central electric air conditioning equipment shall not apply during emergencies on the Company's system or to interruptions caused by force majeure or other causes beyond the control of the Company.

(Continued on Sheet No. 8.110)

(Continued from Sheet No. 8.109)

TERM OF SERVICE:

A Customer may discontinue service under this schedule by giving the Company seven (7) day's advance notice. If the Customer requests to be removed from participation in the program, then the Customer will be ineligible to participate again in the program for one year (12 months) from the time participation ended.

SPECIAL PROVISIONS:

1. The Company shall not be required to install load management equipment if the installation cannot be economically justified for reasons such as: excessive installation costs, oversized/undersized cooling equipment or abnormal utilization of equipment, including limited occupancy locations, or poorly maintained equipment.
2. Billing under this schedule will commence upon the installation and inspection of the load management equipment.
3. Multiple units of central air conditioning equipment must all be connected with load management equipment to qualify for credit. In such circumstances, total tons of cooling equipment will be used to determine the total credit.
4. Installation of the load management equipment in the Customer's facility is to be the sole responsibility of a licensed, independent contractor. The Customer agrees that the Company will not be liable for any damages or injuries that may occur as a result of the interruption or restoration of electric service pursuant to the terms of this schedule.
5. If the Company determines that the Customer no longer uses the appliance(s) signed up for program participation, then the Company has the right to discontinue service under this schedule.
6. The Customer shall give the Company and the licensed, independent contractor reasonable access for installing, maintaining, testing and removing the Company's load management equipment, and for verifying that the equipment effectively controls the Customer's appliance(s) as intended by this schedule.
7. If the Company determines that the effect of equipment interruptions has been offset by the Customer's use of supplementary or alternative electrical equipment, then service under this schedule may be discontinued and the Customer may be billed for all prior load management credits received by the Customer from an established date upon which supplementary or alternative electrical equipment was used. If such a date cannot be established, then rebilling shall be for all load management incentive payments previously received by the Customer.
8. If the Company determines that its load management equipment on the Customer's premises has been rendered ineffective due to tampering by the use of mechanical, electrical or other devices or actions, then the Company may discontinue the Customer's participation in the program and bill for all expenses involved in removal of the load management equipment, plus applicable investigative charges. The Company may rebill all prior load management credits received by the Customer from an established tampering date. If such a date cannot be established, then rebilling shall be for the previous twelve months.

NON-STANDARD METER RIDER – NSMR  
(OPTIONAL)RIDER: NSMRAVAILABLE:

In all territory served to all customers.

APPLICATION:

This Rider is available to customers who elect non-standard non-communicating meter service in lieu of the standard communicating smart meter service ("Opt-Out Customer"). This is an optional Rider available to customers served under a standard or optional rate schedule for which a communicating smart meter is the standard meter service. Customers who fail to provide reasonable access to premises, or otherwise prevent replacement of the non-standard non-communicating meter with a standard communicating smart meter shall be deemed to have elected to take service under Rider NSMR, provided they are not prohibited from doing so pursuant to the "Limitation of Service" provision of this NSMR. Service under this schedule shall be provided with a non-communicating meter of the Company's choice.

SERVICE:

The same as that specified in the Opt-Out Customer's otherwise applicable rate schedule.

LIMITATION OF SERVICE:

This Rider is available to customers who have not tampered with the electric meter service or used service in a fraudulent or unauthorized manner.

CHARGES:

All charges and provisions of the Opt-Out Customer's otherwise applicable rate schedule shall apply. In addition, customers who elect service under this Rider will be charged an Enrollment Fee and a recurring Monthly Surcharge. The Enrollment Fee consists of an initial lump sum payment.

Enrollment Fee: \$89.00

Monthly Surcharge: \$13.00

TERM OF SERVICE:

Not less than one (1) billing period.

SPECIAL PROVISIONS:

Customers otherwise eligible at premises where FPL has intended to deploy smart meters who have not received a smart meter and have (a) actively enrolled in the NSMR program during the enrollment period or (b) not actively enrolled in the NSMR program during the enrollment period and have been deemed to have elected to take the non-standard service under the optional rate, will have a grace period of 45 days following the initial billing of NSMR charges to contact FPL requesting cancellation of service under NSMR and accept installation of a standard communicating meter. NSMR charges that have been billed (Enrollment Fee and Monthly Surcharge) will be waived after installation of the standard communicating meter.

A replacement for a non-standard meter may not be readily available should one require maintenance. Service under this Rider may require the temporary installation of a standard communicating meter in order to maintain electric service to the premise. Under normal operating conditions the use of a temporary standard meter should not exceed one full billing period. If the customer who is taking service pursuant to the NSMR tariff is required to have the standard meter for more than one full billing cycle, FPL will suspend the Monthly Surcharge until a non-standard meter is installed.

Customers taking service under this Rider relocating to a new premise who wish to continue service under NSMR are required to request new service under the Rider including payment of the Enrollment Fee at the new premise. Customers who cancel service under this Rider and then later re-enroll for this service at any location would also be required to submit another Enrollment Fee.

RULES AND REGULATIONS:

Service under this Rider is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

GENERAL SERVICE CONSTANT USAGE

RATE SCHEDULE: GSCU-1

AVAILABLE:

In all territory served.

APPLICATION:

Available to General Service - Non Demand customers that maintain a relatively constant kWh usage, and a demand of 20 kW or less. Eligibility is restricted to General Service customers whose Maximum kWh Per Service Day, over the current and prior 23 months, is within 5% of their average monthly kWh per service days calculated over the same 24-month period. Customers under this Rate Schedule shall enter into a General Service Constant Use Agreement. This is an optional Rate Schedule available to General Service customers upon request.

SERVICE:

Single phase, 60 hertz and at any available standard distribution voltage. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	\$14.86
Non-Fuel Energy Charges:	
Base Energy Charge*	3.730 ¢ per Constant Usage kWh
Conservation Charge*	Same as the SL-2 Rate Schedule; see Sheet No. 8.030.1
Capacity Payment Charge*	Same as the SL-2 Rate Schedule; see Sheet No. 8.030.1
Environmental Charge*	Same as the SL-2 Rate Schedule; see Sheet No. 8.030.1
Additional Charges:	
Fuel Charge*	Same as the SL-2 Rate Schedule; see Sheet No. 8.030.1
Storm Charge*	Same as the SL-2 Rate Schedule; see Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.032

\* The fuel, storm and non-fuel energy charges will be assessed on the Constant Usage kWh

TERM OF SERVICE:

Initial term of service under this rate schedule shall be not less than one (1) billing period, unless there is a termination of service due to a Customer's violation of the General Service Constant Usage Agreement. Upon the Customer's violation of any of the terms of the General Service Constant Usage Agreement, service under this Rate Schedule will be terminated immediately. To terminate service, either party must provide thirty (30) days written notice to the other party prior to the desired termination date. Absent such notice, the term of service shall automatically be extended another billing period. In addition, if service under this Rate Schedule is terminated by either the Customer or the Company, the account may not resume service under this Rate Schedule for a period of at least one (1) year.

DEFINITIONS:

kWh Per Service Day – the total kWh in billing month divided by the number of days in the billing month

Maximum kWh Per Service Day - the highest kWh Per Service Day experienced over the current and prior 23 month billing periods

Constant Usage kWh – the Maximum kWh Per Service Day multiplied by the number of service days in the current billing period

(Continued on Sheet 8.123)

Continued from Sheet 8.122

SPECIAL PROVISIONS:

Should the customer's Maximum kWh Per Service Day exceed 105% of the average of the monthly kWh per service days calculated over the same 24-month period, the account will be transferred and billed under the GS-1 Rate Schedule.

RULES AND REGULATIONS:

Service under this Rate Schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

RESIDENTIAL SERVICE

RATE SCHEDULE: RS-1

AVAILABLE:

In all territory served.

APPLICATION:

For service for all domestic purposes in individually metered dwelling units and in duplexes and triplexes, including the separately-metered non-commercial facilities of a residential Customer (i.e., garages, water pumps, etc.). Also for service to commonly-owned facilities of condominium, cooperative and homeowners' associations as set forth on Sheet No. 8.211, Rider CU.

SERVICE:

Single phase, 60 hertz at available standard distribution voltage. Three phase service may be furnished but only under special arrangements. All residential service required on the premises by Customer shall be supplied through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	\$8.34
Non-Fuel Charges:	
Base Energy Charge:	
First 1,000 kWh	6.160 ¢ per kWh
All additional kWh	7.222 ¢ per kWh
Conservation Charge	See Sheet No. 8.030
Capacity Payment Charge	See Sheet No. 8.030
Environmental Charge	See Sheet No. 8.030
Additional Charges:	
Residential Load Control Program (if applicable)	See Sheet No. 8.217
Fuel Charge	See Sheet No. 8.030
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.032
Minimum:	\$8.34

TERM OF SERVICE:

Not less than one (1) billing period.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

RESIDENTIAL TIME OF USE RIDER – RTR-1  
 (OPTIONAL)

RIDER: RTR-1

AVAILABLE:

In all territory served.

APPLICATION:

For service for all domestic purposes in individually metered dwelling units and in duplexes and triplexes, including the separately-metered non-commercial facilities of a residential Customer (i.e., garages, water pumps, etc.). Also for service to commonly-owned facilities of condominium, cooperative and homeowners' associations as set forth on Sheet No. 8.211, Rider CU. This is an optional rider available to residential customers served under the RS-1 Rate Schedule subject to availability of meters. Customers taking service under RTR-1 are not eligible for service under Rate Schedule RLP.

SERVICE:

Single phase, 60 hertz at available standard distribution voltage. Three phase may be supplied but only under special arrangements. All residential service required on the premises by Customer shall be supplied through one meter. Resale of service is not permitted hereunder.

Initial service under this rate schedule shall begin on the first scheduled meter reading date following the installation of the time of use meter. The Customer's first bill will reflect the lesser of the charges under Rate Schedule RS-1 or RTR-1.

MONTHLY RATE:

All rates and charges under Rate Schedule RS-1 shall apply. In addition, the RTR-1 Customer Charge, the RTR-1 Base Energy and Fuel Charges and Credits applicable to on and off peak usage shall apply.

Customer Charge:	\$8.34	
Base Energy Charges/Credits:	<u>On-Peak Period</u>	<u>Off-Peak Period</u>
Base Energy Charge	10.989 ¢ per kWh	(4.889) ¢ per kWh
Additional Charges/Credits:		
RTR Fuel Charge/Credit	See Sheet No. 8.030	
Minimum:	\$8.34	

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.204)

(Continued from Sheet No. 8.203)

**TERM OF SERVICE:**

Initial service under this rate schedule shall be not less than one (1) billing period. Customer has the option to return to billing under Rate RS-1 upon request. However, a contract for not less than one year shall be required to renew RTR-1 billing if this option is exercised. Customer may fulfill this contract by paying to the Company the remaining differential in the Customer Charge on Rate Schedules RS-1 and RTR-1 for the balance of the 12-month contract period. This payment may either be in a lump sum or spread over the remaining months in the contract period.

**RULES AND REGULATIONS:**

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.



Reserved for Future Use

Reserved for Future Use

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

COMMON USE FACILITIES - RIDER CU

AVAILABILITY:

In all territory served.

APPLICATION:

To provide for the application of residential rates for energy used in the common elements of residential condominiums, residential cooperatives, as well as the common areas of residential homeowners' associations.

LIMITATION OF SERVICE:

The Customer must demonstrate to the Company compliance with the following criteria:

Condominium and Cooperatives:

100% of the energy is used exclusively for the co-owners' benefit.

None of the energy is used in any endeavor which sells or rents a commodity or provides a service for a fee.

Each point of service is separately metered and billed.

A responsible legal entity is established as the customer to whom the Company can render its bills, and receive payment for said service.

Homeowners' Associations:

100% of the energy is used exclusively for the member homeowners' benefit.

None of the energy is used in any endeavor which sells or rents a commodity or provides a service for a fee.

Each point of service is separately metered and billed.

A responsible legal entity is established as the customer to whom the Company can render its bills, and receive payment for said service.

Membership in the homeowners' association which controls and operates the common facilities is required as a condition of property ownership in the subdivision; and such requirement arises from restrictions of record which are set out or incorporated by reference on each member homeowner's deed.

Such restrictions require each member homeowner to pay his/her proportionate share of the costs of operating and maintaining the common facilities. This obligation to pay must be enforceable by placement of a lien on the member homeowner's property and by foreclosure for non-payment of such liens.

The homeowners associations are comprised of persons owning contiguous lots in a planned development, and the commonly owned facilities are located within the development.

RULES AND REGULATIONS:

Service under this rider is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this rider and said "General Rules and Regulations for Electric Service", the provision of this rider shall apply.

RESIDENTIAL LOAD CONTROL PROGRAM

RATE SCHEDULE: RLP

AVAILABLE:

Available only within the geographic areas served by the Company's Load Management System.

APPLICATION:

To Customers receiving service under Rate Schedule RS-1 who elect to participate in this Residential Load Control Program ("Program") on or after April 1, 2003 and who utilize at least one of the following installed electrical appliances at the Customer's premise:

1. Conventional electric water heater
2. Central electric air conditioning
3. Swimming pool pump (including pool sweeps as appropriate)
4. Central electric space heating\*

\*Central electric space heating systems alone are ineligible for Program participation. These systems are eligible for Program participation only when one (or more) of the other 3 appliances listed above is (are) signed up for participation.

This Rate Schedule is not applicable for service to commonly-owned facilities of condominium, cooperative, or homeowners' associations.

SERVICE:

The same as specified in Rate Schedule RS-1.

LIMITATION OF SERVICE:

The same as specified in Rate Schedule RS-1. The specified electrical appliances shall be interrupted at the option of the Company by means of load management equipment installed at the Customer's premise.

MONTHLY CREDIT:

Customers receiving service under this Rate Schedule will receive a credit on the monthly bill as follows:

<u>DEVICE (OPTION)</u>	<u>APPLICABILITY</u>	<u>CREDIT</u>
1. Conventional electric water heater	Year-round	\$ 1.50
2. Central electric air conditioning (Option C)	April-October	\$ 3.00
3. Central electric air conditioning (Option S)	April-October	\$ 9.00
4. Swimming pool pump	Year-round	\$ 3.00
5. Central electric space heating (Option C)	November-March	\$ 2.00
6. Central electric space heating (Option S)	November-March	\$ 4.00

Total monthly credit shall not exceed 40 percent of the Rate Schedule RS-1 "Base Energy Charge" actually incurred for the month (if the Budget Billing Plan is selected, actual energy charges will be utilized in the calculations, not the levelized charges) and no credit will be applied to reduce the Minimum bill specified on Rate Schedule RS-1.

Note: Option C or Option S (listed below) may be selected for either central air conditioning or heating systems. If both appliance types are participating in the Program, the same option must be selected.

(Continued on Sheet No. 8.218)

(Continued from Sheet No. 8.217)

INTERRUPTION SCHEDULES FOR ELECTRICAL APPLIANCES

The Customer's participating electrical appliances will be interrupted only during the following periods except as noted below:

April 1 through October 31: 2 p.m. to 10 p.m.

November 1 through March 31: 5 a.m. to 11 a.m.  
4 p.m. to 10 p.m.

The interruption schedules available for each appliance are as follows:

1. Conventional electric water heating equipment may be interrupted up to, but not to exceed, 240 minutes per day.
2. Central electric air conditioning equipment may be interrupted under one of the following options selected by the Customer:  
  
Option C equipment may be interrupted an accumulated total of 15 minutes during any 30 minute period with a cumulative interruption time of up to 180 minutes per day. If normal operation of the Program is not able to provide sufficient demand reduction to divert an emergency situation, central electric air conditioners may be interrupted for 17.5 minutes during any 30 minute period with a cumulative interruption time of up to 210 minutes per day.  
  
Option S equipment may be interrupted up to, but not to exceed, 180 minutes per day.
3. Swimming pool pump equipment may be interrupted up to, but not to exceed, 240 minutes per day.
4. Central electric space heating equipment may be interrupted under one of the following options selected by the Customer:  
  
Option C equipment may be interrupted an accumulated total of 15 minutes during any 30 minute period with a cumulative interruption time of up to 180 minutes per day.  
  
Option S equipment may be interrupted up to, but not to exceed, 180 minutes per day.

The limitations on interruptions of electrical equipment shall not apply during emergencies on the Company's system or to interruptions caused by force majeure or other causes beyond the control of the Company.

TERM OF SERVICE:

During service under this Rate Schedule, a Customer may change interruption options or the selection of electrical appliances connected to the load management equipment or discontinue service under this Rate Schedule by giving the Company 7 days advance notice. If the Customer requests to have one or more appliances removed from participation in the Program, the Customer will be ineligible to participate with such appliance(s) again in the Program for one year (12 months) from the time participation ended.

SPECIAL PROVISIONS

1. The Company shall not be required to install load management equipment if the installation cannot be economically justified for reasons such as: excessive installation costs, oversized/undersized heating or cooling equipment or abnormal utilization of equipment, including vacation or other limited occupancy residences.
2. Billing under this Rate Schedule will commence upon the installation and completion of required inspections of the load management equipment.
3. Multiple units of any particular appliance type must all be connected with load management equipment to qualify for the credit attributable to that appliance type. In such circumstances, only a single credit for that appliance type will be applied. Pool sweeps, when coupled with pool pumps, are included in this category.

(Continued on Sheet No. 8.219)



(Continued from Sheet No. 8.218)

4. Installation of the load management equipment at the Customer's premise is to be the sole responsibility of a licensed, independent contractor. The Customer agrees that the Company shall not be liable for any damages or injuries that may occur as a result of the interruption or restoration of electric service pursuant to the terms of this Rate Schedule.
5. The following types of electric water heaters are ineligible for participation in the Program: solar water heaters, heat recovery units and heat pump water heaters.
6. If the Company determines that the Customer no longer uses one or more of the appliances signed up for Program participation, then the Company has the right to remove the appropriate load management equipment and to discontinue the appropriate credits.
7. The Customer shall give the Company and the licensed, independent contractor reasonable access for installing, maintaining, testing and removing the Company's load management equipment, and for verifying that the equipment effectively controls the Customer's appliances as intended by this Rate Schedule.
8. If the Company determines that the effect of equipment interruptions has been offset by the Customer's use of supplementary or alternative electrical equipment, then service under this Rate Schedule may be discontinued and the Customer billed for all prior Monthly Credits received under this Rate Schedule over a period not to exceed six (6) months.
9. If the Company determines that its load management equipment at the Customer's premise has been rendered ineffective by mechanical, electrical or other devices or actions ("tampering"), then the Company may discontinue the Customer's participation in the Program and bill for all expenses involved in removal of the load management equipment, plus applicable investigative charges. The Company may rebill all prior Monthly Credits received by the Customer from an established tampering date. If such a date cannot be established, then rebilling of the Monthly Credits shall be for the lesser of the number of months receiving service under this Rate Schedule or the previous twelve (12) months.

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

GENERAL SERVICE LARGE DEMANDRATE SCHEDULE: GSLD-1AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose to any Customer with a measured demand of 500 kW and less than 2,000 kW. Customers with demands of less than 500 kW may enter an agreement for service under this Rate Schedule based on a Demand Charge for a minimum of 500 kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	\$79.45
Demand Charges:	
Base Demand Charge	\$12.19 per kW of Demand
Capacity Payment Charge	See Sheet No. 8.030
Conservation Charge	See Sheet No. 8.030
Non-Fuel Energy Charges:	
Base Energy Charge	1.755 ¢ per kWh
Environmental Charge	See Sheet No. 8.030
Additional Charges:	
Fuel Charges	See Sheet No. 8.030
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.032

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 500 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 500 kW times the Base Demand Charge; therefore the minimum charge is \$6,174.45.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's thermal type meter or, at the Company's option, integrating type meter for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

GENERAL SERVICE LARGE DEMAND - TIME OF USE  
 (OPTIONAL)

RATE SCHEDULE GSLDT-1

AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose to any Customer with a measured demand of 500 kW and less than 2,000 kW. Customers with demands of less than 500 kW may enter an agreement for service under this schedule based on a Demand Charge for a minimum of 500 kW. This is an optional rate available to General Service Large Demand customers upon request subject to availability of meters.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	\$79.45	
Demand Charges:		
Base Demand Charge	\$12.19 per kW of Demand occurring during the On-Peak period.	
Capacity Payment Charge	See Sheet No. 8.030	
Conservation Charge	See Sheet No. 8.030	
Non-Fuel Energy Charges:	<u>On-Peak Period</u>	<u>Off-Peak Period</u>
Base Energy Charge	2.873 ¢ per kWh	1.266 ¢ per kWh
Environmental Charge	See Sheet No. 8.030	
Additional Charges:		
Fuel Charge	See Sheet No. 8.030	
Storm Charge	See Sheet No. 8.040	
Franchise Fee	See Sheet No. 8.031	
Tax Clause	See Sheet No. 8.032	

Minimum: The Customer Charge plus the charge for currently effective Base Demand. For those Customers with a Demand of less than 500 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 500 kW times the Base Demand Charge; therefore the minimum charge is \$6,174.45.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.321)

(Continued from Sheet No. 8.320)

DEMAND:

Demand is the kw to the nearest whole kw, as determined from the Company's time of use metering equipment for the 30-minute period of Customer's greatest use for the designated on-peak periods during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

CURTAILABLE SERVICE  
(OPTIONAL)  
(Closed Schedule)RATE SCHEDULE: CS-1AVAILABLE:

In all territory served.

APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLD-1 (500 kW - 1,999 kW), will curtail this Demand by 200 kW or more upon request of the Company from time to time, and as of January 9, 2018 was taking service pursuant to this schedule. Customers with demands of at least 200 kW but less than 500 kW may enter an agreement for service under this Rate Schedule based on a Demand Charge for a minimum of 500kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	\$105.94
Demand Charges:	
Base Demand Charge	\$12.19 per kW of Demand.
Capacity Payment Charge	See Sheet No. 8.030
Conservation Charge	See Sheet No. 8.030
Non-Fuel Energy Charges:	
Base Energy Charge	1.755 ¢ per kWh
Environmental Charge	See Sheet No. 8.030
Additional Charges:	
Fuel Charge	See Sheet No. 8.030
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.032

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 500 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 500 kW times the Base Demand Charge; therefore the minimum charge is \$6,200.94.

CURTAILMENT CREDITS:

A monthly credit of (\$2.05) per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current Curtailment Period than the Firm Demand, the Customer will be:

1. Rebilled at \$2.05/kW for the prior 36 months or the number of months since the prior Curtailment Period, whichever is less, and
2. Billed a penalty charge of \$4.41 kW for the current month.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum Demand during the current Curtailment Period and the Firm Demand for a Curtailment Period.

(Continued on Sheet No. 8.331)



(Continued from Sheet No. 8.330)

PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtail load, customers should reduce their load to their Firm Demand for the duration of the Curtailment Period, except under the following conditions:

1. Force Majeure events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
2. maintenance of generation equipment which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load curtailment, or
3. an event affecting local, state or national security.

If one or more of these exemptions apply, then the Charges for Non-Compliance of Curtailment Demand will not apply. However, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cents per kilowatt-hour basis) that FPL is purchasing during that period, less the applicable fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C. If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this Rate Schedule.

CURTAILMENT PERIOD:

All hours established by the Company during a monthly billing period in which the Customer is requested to curtail Demand.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's integrating type meter for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

DEFINITIONS:

Force Majeure For the purposes of this schedule Force Majeure means causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, riots, environmental constraints lawfully imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar occurrences.

Non-Firm Demand

The current Demand less the amount of Firm Demand specified below.

Firm Demand

The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailed Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

(Continued on Sheet No. 8.332)

(Continued from Sheet No. 8.331)

TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice. Transfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other reason shall require three (3) years' notice and be subject to the Provisions for Early Termination below. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Curtailable Service. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated, the Customer will not be rebilled as specified in Charges for Early Termination if:

- a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or
- b. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, or
- c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.333)

(Continued from Sheet No. 8.332)

PROVISIONS FOR EARLY TERMINATION (continued):

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph c. above, but the replacement Customer(s) does (do) become available within twelve (12) months from the date of termination of service under this Rate Schedule or FPL later determines that there is no need for the MW reduction in accordance with the FPL Curtailable Rate Schedule, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any Curtailment Periods which may occur before the replacement Customer(s) became available.

Charges for Early Termination:

In the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service,
  - i) at a different location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite three (3) years advance written notice, or
- c) the Customer transfers the curtailable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice,

then the Customer will be:

1. rebilled under the otherwise applicable firm service rate schedule for the shorter of (a) the prior thirty-six (36) months during which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this Rate Schedule, and
2. billed a penalty charge of \$1.30 per kW times the number of months rebilled in No. 1 above times the highest curtailable Demand occurring during the current month or the prior thirty-six (36) months.

RULES AND REGULATIONS:

Service under this Rate Schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

CURTAILABLE SERVICE - TIME OF USE  
 (OPTIONAL)  
 (Closed Schedule)

RATE SCHEDULE: CST-1

AVAILABLE:

In all territory served.

APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLD-1 (500 kW - 1,999 kW) will curtail this Demand by 200 kW or more upon request of the Company from time to time, and as of January 9, 2018 was taking service pursuant to this schedule. This is an optional Rate Schedule available to Curtailable General Service Customers upon request. Customers with demands of at least 200 kW but less than 500 kW may enter an agreement for service under this Rate Schedule based on a Demand Charge for a minimum of 500 kW.

SERVICE:

Single or three phase, 60 hertz and at any available distribution standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	\$105.94	
Demand Charges:		
Base Demand Charge	\$12.19 per kW of Demand occurring during the On-Peak Period.	
Capacity Payment Charge	See Sheet No. 8.030	
Conservation Charge	See Sheet No. 8.030	
Non-Fuel Energy Charges:	<u>On-Peak Period</u>	<u>Off-Peak Period</u>
Base Energy Charge	2.873 ¢ per kWh	1.266 ¢ per kWh
Environmental Charge	See Sheet No. 8.030	
Additional Charges:		
Fuel Charge	See Sheet No. 8.030	
Storm Charge	See Sheet No. 8.040	
Franchise Fee	See Sheet No. 8.031	
Tax Clause	See Sheet No. 8.032	

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 500 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 500 kW times the Base Demand Charge; therefore the minimum charge is \$6,200.94.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.341)

(Continued from Sheet No. 8.340)

PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtail load, customers should reduce their load to their Firm Demand for the duration of the Curtailment Period, except under the following conditions:

1. Force Majeure events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
2. maintenance of generation equipment which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load curtailment, or
3. an event affecting local, state or national security.

If one or more of these exemptions apply, then the charges for Non-Compliance of Curtailment Demand will not apply. However, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cents per kilowatt-hour basis) that FPL is purchasing during that period, less the applicable fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C. If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this Rate Schedule.

CURTAILMENT CREDITS:

A monthly credit of (\$2.05) per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current curtailment period than the contracted maximum demand, then the Customer will be:

1. Rebilled at \$2.05/kW for the prior 36 months or the number of months since the prior curtailment period, whichever is less, and
2. Billed a penalty charge of \$4.41/kW for the current month.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum Demand during the current Curtailment Period and the Firm Demand for a Curtailment Period.

CURTAILMENT PERIOD:

All hours established by the Company during a monthly billing period in which the Customer is requested to curtail Demand.

DEMAND:

Demand is the kW to the nearest whole kW, as determined from the Company's time of use metering equipment for the 30-minute period of Customer's greatest use for the designated on-peak periods during the month as adjusted for power factor.

DEFINITIONS:

## Force Majeure

For the purposes of this schedule Force Majeure means causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, riots, environmental constraints lawfully imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar occurrences.

## Non-Firm Demand

The current Demand less the amount of Firm Demand specified below.

## Firm Demand

The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

(Continued on Sheet No. 8.342)

(Continued from Sheet No. 8.341)

TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice. Transfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other reason shall require three (3) years' notice and be subject to the Provisions for Early Termination below. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Curtailable Service. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated, the Customer will not be rebilled as specified in Charges for Early Termination if:

- a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or
- b. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously curtailable Demand and to take interruptible standby service from the Company, or
- c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.343)

(Continued from Sheet No. 8.342)

PROVISIONS FOR EARLY TERMINATION (continued):

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph c. above, but the replacement Customer(s) does (do) become available within twelve (12) months from the date of termination of service under this Rate Schedule or FPL later determines that there is no need for the MW reduction in accordance with the FPL Curtailable Rate Schedule, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any Curtailment Periods which may occur before the replacement Customer(s) became available.

Charges for Early Termination:

In the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service,
  - i) at a different location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite three (3) years advance written notice, or
- c) the Customer transfers the curtailable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice,

then the Customer will be:

1. rebilled under the otherwise applicable firm service rate schedule for the shorter of (a) the prior thirty-six (36) months during which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this Rate Schedule, and
2. billed a penalty charge of \$1.30 per kW times the number of months rebilled in No. 1 above times the highest curtailable Demand occurring during the current month or the prior thirty-six (36) months.

RULES AND REGULATIONS:

Service under this Rate Schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

GENERAL SERVICE LARGE DEMANDRATE SCHEDULE: GSLD-2AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose to any Customer with a measured demand of 2,000 kW or more. Customers with demands of less than 2,000 kW may enter an agreement for service under this schedule based on a demand charge for a minimum of 2,000 kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	\$238.17
Demand Charges:	
Base Demand Charge	\$12.69 per kW of Demand
Capacity Payment Charge	See Sheet No. 8.030
Conservation Charge	See Sheet No. 8.030
Non-Fuel Energy Charges:	
Base Energy Charge	1.579 ¢ per kWh
Environmental Charge	See Sheet No. 8.030
Additional Charges:	
Fuel Charge	See Sheet No. 8.030
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.032

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a demand of less than 2,000 kW who enter an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 2,000 kW times the Base Demand Charge; therefore the minimum charge is \$25,618.17.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment, for the 30-minute period of the Customer's greatest use during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.



GENERAL SERVICE LARGE DEMAND - TIME OF USE  
 (OPTIONAL)

RATE SCHEDULE: GSLDT-2

AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose to any Customer who has established a measured demand of 2,000 kW or more. Customers with demands of less than 2,000 kW may enter an agreement for service under this schedule based on a demand charge for a minimum of 2,000 kW.

SERVICE:

Three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	\$238.17	
Demand Charges:		
Base Demand Charge	\$12.69 per kW of Demand occurring during the On-Peak Period.	
Capacity Payment Charge	See Sheet No. 8.030	
Conservation Charge	See Sheet No. 8.030	
Non-Fuel Energy Charges:		
	<u>On-Peak Period</u>	<u>Off-Peak Period</u>
Base Energy Charge	2.452 ¢ per kWh	1.237 ¢ per kWh
Environmental Charge	See Sheet No. 8.030	
Additional Charges:		
Fuel Charge	See Sheet No. 8.030	
Storm Charge	See Sheet No. 8.040	
Franchise Fee	See Sheet No. 8.031	
Tax Clause	See Sheet No. 8.032	

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a demand of less than 2,000 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 2,000 kW times the Base Demand Charge; therefore the minimum charge is \$25,618.17.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.421)

(Continued from Sheet No. 8.420)

DEMAND:

Demand is the kw to the nearest whole kw, as determined from the Company's time of use metering equipment, for the 30-minute period of the Customer's greatest use for the designated on-peak periods during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

HIGH LOAD FACTOR – TIME OF USE  
 (OPTIONAL)

RATE SCHEDULE: HLFT

AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose with a measured Demand in excess of 20 kW. This is an optional rate schedule available to customers otherwise served under the GSD-1, GSDT-1, GSLD-1, GSLDT-1, GSLD-2, or GSLDT-2 Rate Schedules.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

	<u>HLFT-1</u> 21-499 kW	<u>HLFT-2</u> 500-1,999 kW	<u>HLFT-3</u> 2,000 kW or greater
Annual Maximum Demand			
Customer Charge:	\$26.50	\$79.45	\$238.17
Demand Charges:			
On-peak Demand Charge	\$11.76	\$12.81	\$12.90
Maximum Demand Charge	\$2.44	\$2.75	\$2.74
Capacity Payment Charge	See Sheet No. 8.030, per kW of On-Peak Demand		
Conservation Charge	See Sheet No. 8.030, per kW of On-Peak Demand		
Non-Fuel Energy Charges:			
On-Peak Period per kWh	1.922 ¢	1.134 ¢	1.008 ¢
Off-Peak Period per kWh	1.199 ¢	1.084 ¢	1.000 ¢
Environmental Charge	See Sheet No. 8.030		
Additional Charges			
Fuel Charge	See Sheet No. 8.030		
Storm Charge	See Sheet No. 8.040		
Franchise Fee	See Sheet No. 8.031		
Tax Clause	See Sheet No. 8.032		

Minimum Charge: The Customer Charge plus the currently effective Demand Charges.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.426)

(Continued from Sheet No. 8.425)

MAXIMUM DEMAND:

Maximum Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

ANNUAL MAXIMUM DEMAND:

Annual Maximum Demand is the highest monthly Maximum Demand recorded during the last 12 months.

ON-PEAK DEMAND:

On-Peak Demand is the kW to the nearest whole kW, as determined from the Company's time of use metering equipment for the 30-minute period of Customer's greatest use for the designated On-Peak periods during the month as adjusted for power factor.

TERM OF SERVICE:

One year from the most recent Maximum Demand that qualifies for service under this Rate Schedule.

RULES AND REGULATIONS:

Service under this Rate Schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provisions of this Rate Schedule and said "General Rules and Regulations for Electric Service" the provisions of this Rate Schedule shall apply.

CURTAILABLE SERVICE  
 (OPTIONAL)  
 (Closed Schedule)

RATE SCHEDULE: CS-2

AVAILABLE:

In all territory served.

APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLD-2 (2,000 kW and above) will curtail this Demand by 200 kW or more upon request of the Company from time to time, and as of January 9, 2018 was taking service pursuant to this schedule. Customers with demands of less than 2,000 kW may enter an Agreement for service under this schedule based on a Demand Charge for a minimum of 2,000 kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	\$264.63
Demand Charges:	
Base Demand Charge	\$12.69 per kW of Demand
Capacity Payment Charge	See Sheet No. 8.030
Conservation Charge	See Sheet No. 8.030
Non-Fuel Energy Charges:	
Base Energy Charge	1.579 ¢ per kWh
Environmental Charge	See Sheet No. 8.030
Additional Charges:	
Fuel Charge	See Sheet No. 8.030
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.032

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 2,000 kW who enter an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 2,000 kW times the Base Demand Charge; therefore the minimum charge is \$25,644.63.

CURTAILMENT CREDITS:

A monthly credit of (\$2.05) per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current period than the Firm Demand, then the Customer will be:

1. Rebilled at \$2.05/kW for the prior 36 months or the number of months since the prior Curtailment Period, whichever is less, and
2. Billed a penalty charge of \$4.40/kW for the current month.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum Demand during the current Curtailment Period and the contracted Firm Demand for a Curtailment Period.

(Continued on Sheet No. 8.433)

(Continued from Sheet No. 8.432)

PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtail load, customers should reduce their load to their Firm Demand for the duration of the Curtailment Period, except under the following conditions:

1. Force Majeure events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
2. maintenance of generation equipment which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load curtailment, or
3. an event affecting local, state or national security.

If one or more of these exemptions apply, then the charges for Non-Compliance of Curtailment Demand will not apply. However, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cents per kilowatt-hour basis) that FPL is purchasing during that period, less the applicable fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C. If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this Rate Schedule.

CURTAILMENT PERIOD:

All hours established by the Company during a monthly billing period in which the Customer is requested to curtail Demand.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment, for the 30-minute period of the Customer's greatest use during the month as adjusted for power factor.

DEFINITIONS:**Force Majeure**

For the purposes of this schedule Force Majeure means causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, riots, environmental constraints lawfully imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar occurrences.

**Non-Firm Demand**

The current Demand less the amount of Firm Demand specified below.

**Firm Demand**

The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

(Continued on Sheet No. 8.434)

(Continued from Sheet No. 8.433)

TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice. Transfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other reason shall require three (3) years' notice and be subject to the Provisions for Early Termination below. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Curtailable Service. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated, the Customer will not be rebilled as specified in Charges for Early Termination if:

- a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or
- b. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously curtailable Demand and to take interruptible standby service from the Company, or
- c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.435)

(Continued from Sheet No. 8.434)

PROVISIONS FOR EARLY TERMINATION (continued):

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph c. above, but the replacement Customer(s) does (do) become available within twelve (12) months from the date of termination of service under this Rate Schedule or FPL later determines that there is no need for the MW reduction in accordance with the FPL Curtailable Rate Schedule, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any Curtailment Periods which may occur before the replacement Customer(s) became available.

Charges for Early Termination:

In the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service,
  - i) at a different location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite three (3) years advance written notice, or
- c) the Customer transfers the curtailable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice,

then the Customer will be:

1. rebilled under the otherwise applicable firm service rate schedule for the shorter of (a) the prior thirty-six (36) months during which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this Rate Schedule, and
2. billed a penalty charge of \$1.30 per kW times the number of months rebilled in No. 1 above times the highest curtailable Demand occurring during the current month or the prior thirty-six (36) months.

RULES AND REGULATIONS:

Service under this Rate Schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.



CURTAILABLE SERVICE - TIME OF USE  
 (OPTIONAL)  
 (Closed Schedule)

RATE SCHEDULE: CST-2

AVAILABLE:

In all territory served.

APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLDT-2 (2,000 kW and above) will curtail this Demand by 200 kW or more upon request of the Company from time to time, and as of January 9, 2018 was taking service pursuant to this schedule. Customers with demands of less than 2,000 kW may enter an agreement for service under this schedule based on a Demand Charge for a minimum of 2,000 kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	\$264.63	
Demand Charges:		
Base Demand Charge	\$12.69 per kW of Demand occurring during the On-Peak Period.	
Capacity Payment Charge	See Sheet No. 8.030	
Conservation Charge	See Sheet No. 8.030	
Non-Fuel Energy Charges:	<u>On-Peak Period</u>	<u>Off-Peak Period</u>
Base Energy Charge	2.452 ¢ per kWh	1.237 ¢ per kWh
Environmental Charge	See Sheet No. 8.030	
Additional Charges:		
Fuel Charge	See Sheet No. 8.030	
Storm Charge	See Sheet No. 8.040	
Franchise Fee	See Sheet No. 8.031	
Tax Clause	See Sheet No. 8.032	

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 2,000 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 2,000 kW times the Base Demand Charge; therefore the minimum charge is \$25,644.63.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.441)

(Continued from Sheet No. 8.440)

PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtail load, customers should reduce their load to their Firm Demand for the duration of the Curtailment Period, except under the following conditions:

1. Force Majeure events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
2. maintenance of generation equipment which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load curtailment, or
3. an event affecting local, state or national security.

If one or more of these exemptions apply, then the charges for Non-Compliance of Curtailment Demand will not apply. However, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cents per kilowatt-hour basis) that FPL is purchasing during that period, less the applicable fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C. If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this Rate Schedule.

CURTAILMENT CREDITS:

A monthly credit of (\$2.05) per kW is allowed based on the current Non-Firm demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter subject to the Term of Service and/or the Provisions for Early Terminations,, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current curtailment period than the Firm Demand, then the Customer will be:

1. Rebilled at \$2.05/kW for the prior 36 months or the number of months since the prior Curtailment Period, whichever is less, and
2. Billed a penalty charge of \$ 4.40/kW for the current month.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum Demand during the current Curtailment Period and the Firm Demand for a Curtailment Period.

CURTAILMENT PERIOD:

All hours established by the Company during a monthly billing period in which the Customer is requested to curtail Demand.

DEMAND:

Demand is the kW to the nearest whole kW, as determined from the Company's time of use metering equipment for the 30-minute period of Customer's greatest use for the designated on-peak periods during the month as adjusted for power factor.

DEFINITIONS:

Force Majeure

For the purposes of this schedule Force Majeure means causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, riots, environmental constraints lawfully imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar occurrences.

(Continued on Sheet No. 8.442)

(Continued from Sheet No. 8.441)

DEFINITIONS (continued):

Non-Firm Demand

The current Demand less the amount of Firm Demand specified below.

Firm Demand

The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice given at least three (3) years prior to termination. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Curtailable Service. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated for any reason, the Customer will not be rebilled as specified in Charges for Early Termination if:

- a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or
- b. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously curtailable Demand and to take interruptible standby service from the Company, or
- c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.443)

(Continued from Sheet No. 8.442)

PROVISIONS FOR EARLY TERMINATION (continued):

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph c. above, but the replacement Customer(s) does (do) become available within twelve (12) months from the date of termination of service under this Rate Schedule or FPL later determines that there is no need for the MW reduction in accordance with the FPL Curtailable Rate Schedule, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any Curtailment Periods which may occur before the replacement Customer(s) became available.

Charges for Early Termination:

In the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service,
  - i) at a different location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite three (3) years advance written notice, or
- c) the Customer transfers the curtailable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice,

then the Customer will be:

1. rebilled under the otherwise applicable firm service rate schedule for the shorter of (a) the prior thirty-six (36) months during which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this Rate Schedule, and
2. billed a penalty charge of \$1.30 per kW times the number of months rebilled in No. 1 above times the highest curtailable Demand occurring during the current month or the prior thirty-six (36) months.

RULES AND REGULATIONS:

Service under this Rate Schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

CURTAILABLE SERVICE - TIME OF USE  
 (OPTIONAL)  
 (Closed Schedule)

RATE SCHEDULE: CST-3

AVAILABLE:

In all territory served.

APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLDT-3 will curtail this Demand by 200 kW or more upon request of the Company from time to time, and as of January 9, 2018 was taking service pursuant to this schedule.

SERVICE:

Three phase, 60 hertz at the available transmission voltage of 69 kV or higher. The Customer will provide and maintain all transformers and related facilities necessary for handling and utilizing the power and energy delivered hereunder. All service required by the Customer at each separate point of delivery served hereunder shall be furnished through one meter at, or compensated to, the available transmission voltage. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	\$2,141.21	
Demand Charges:		
Base Demand Charge	\$9.84 per kW of Demand occurring during the On-Peak Period.	
Capacity Payment Charge	See Sheet No. 8.030	
Conservation Charge	See Sheet No. 8.030	
Non-Fuel Energy Charges:		
	<u>On-Peak Period</u>	<u>Off-Peak Period</u>
Base Energy Charge	1.296 ¢ per kWh	1.078 ¢ per kWh
Environmental Charge	See Sheet No. 8.030	
Additional Charges:		
Fuel Charge	See Sheet No. 8.030	
Storm Charge	See Sheet No. 8.040	
Franchise Fee	See Sheet No. 8.031	
Tax Clause	See Sheet No. 8.032	

Minimum: The Customer Charge plus the charge for the currently effective Base Demand.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.543)

(Continued from Sheet No. 8.542)

PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtail load, customers should reduce their load to their Firm Demand for the duration of the Curtailment Period, except under the following conditions:

1. Force Majeure events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
2. maintenance of generation equipment which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load curtailment, or
3. an event affecting local, state or national security.

If one or more of these exemptions apply, then the charges for Non-Compliance of Curtailment Demand will not apply. However, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cents per kilowatt-hour basis) that FPL is purchasing during that period, less the applicable fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C. If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this Rate Schedule.

CURTAILMENT CREDITS:

A monthly credit of (\$2.05) per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current Curtailment Period than the Firm Demand, then the Customer will be:

1. Rebilled at \$2.05/kW for the prior 36 months or the number of months since the prior Curtailment Period, whichever is less, and
2. Billed a penalty charge of \$4.40/kW for the current month.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum Demand during the current Curtailment Period and the Firm Demand for a Curtailment Period.

CURTAILMENT PERIOD:

All hours established by the Company during a monthly billing period in which the Customer is requested to curtail Demand.

DEMAND:

Demand is the kW to the nearest whole kW, as determined from the Company's time of use metering equipment for the 30-minute period of Customer's greatest use for the designated on-peak periods during the month as adjusted for power factor.

(Continued on Sheet No. 8.544)

(Continued from Sheet No. 8.543)

DEFINITIONS:

## Force Majeure

For the purposes of this schedule Force Majeure means causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, riots, environmental constraints lawfully imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar occurrences.

## Non-Firm Demand

The current Demand less the amount of Firm Demand specified below.

## Firm Demand

The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice. Transfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other reason shall require three (3) years' notice and be subject to the Provisions for Early Termination below. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Curtailable Service. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated, the Customer will not be rebilled as specified in Charges for Early Termination if:

- a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or
- b. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously curtailable Demand and to take interruptible standby service from the Company, or
- c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.544.1)

(Continued from Sheet No. 8.544)

PROVISIONS FOR EARLY TERMINATION (continued):

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph c. above, but the replacement Customer(s) does (do) become available within twelve (12) months from the date of termination of service under this Rate Schedule or FPL later determines that there is no need for the MW reduction in accordance with the FPL Curtailable Rate Schedule, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any Curtailment Periods which may occur before the replacement Customer(s) became available.

Charges for Early Termination:

In the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service,
  - i) at a different location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite three (3) years advance written notice, or
- c) the Customer transfers the curtailable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice,

then the Customer will be:

1. rebilled under the otherwise applicable firm service rate schedule for the shorter of (a) the prior thirty-six (36) months during which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this Rate Schedule, and
2. billed a penalty charge of \$1.30 per kW times the number of months rebilled in No. 1 above times the highest curtailable Demand occurring during the current month or the prior thirty-six (36) months.

RULES AND REGULATIONS:

Service under this Rate Schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.



CURTAILABLE SERVICE  
(OPTIONAL)  
(Closed Schedule)

RATE SCHEDULE: CS-3

AVAILABLE:

In all territory served.

APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLD-3 will curtail this Demand by 200 kW or more upon request of the Company from time to time, and as of January 9, 2018 was taking service pursuant to this schedule.

SERVICE:

Three phase, 60 hertz at the available transmission voltage of 69 kV or higher. The Customer will provide and maintain all transformers and related facilities necessary for handling and utilizing the power and energy delivered hereunder. All service required by the Customer at each separate point of delivery served hereunder shall be furnished through one meter at, or compensated to, the available transmission voltage. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	\$2,141.21
Demand Charges:	
Base Demand Charge	\$9.84 per kW of Demand
Capacity Payment Charge	See Sheet No. 8.030
Conservation Charge	See Sheet No. 8.030
Non-Fuel Energy Charges:	
Base Energy Charge	1.135 ¢ per kWh
Environmental Charge	See Sheet No. 8.030
Additional Charges:	
Fuel Charge	See Sheet No. 8.030
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.032

Minimum Charge: The Customer Charge plus the charge for the currently effective Base Demand.

CURTAILMENT CREDITS:

A monthly credit of (\$2.05) per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

- If the Customer records a higher Demand during the current Curtailment Period than the Firm Demand, then the Customer will be:
1. Rebilled at \$2.05/kW for the prior 36 months or the number of months since the prior Curtailment Period, whichever is less, and
  2. Billed a penalty charge of \$4.40/kW for the current month.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum Demand during the current Curtailment Period and the Firm Demand for a Curtailment Period.

(Continued on Sheet No. 8.546)

(Continued from Sheet No. 8.545)

PROVISIONS FOR ENERGY USE DURING CURTAILMENT PERIODS:

When requested to curtail load, customers should reduce their load to their Firm Demand for the duration of the Curtailment Period, except under the following conditions:

1. Force Majeure events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
2. maintenance of generation equipment which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer and which is necessary for the Customer's implementation of load curtailment or
3. an event affecting local, state or national security.

If one or more of these exemptions apply, then the charges for Non-Compliance of Curtailment Demand will not apply. However, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cents per kilowatt-hour basis) that FPL is purchasing during that period, less the applicable fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C. If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this Rate Schedule.

CURTAILMENT PERIOD:

All hours established by the Company during a monthly billing period in which the Customer is requested to curtail Demand.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment, for the 30-minute period of the Customer's greatest use during the month as adjusted for power factor.

DEFINITIONS:

**Force Majeure**

For the purposes of this schedule Force Majeure means causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, riots, environmental constraints lawfully imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar occurrences.

**Non-Firm Demand**

The current Demand less the amount of Firm Demand specified below.

**Firm Demand**

The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

(Continued on Sheet No. 8.547)

(Continued from Sheet No. 8.546)

TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice. Transfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other reason shall require three (3) years' notice and be subject to the Provisions for Early Termination below. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Curtailable Service. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated, the Customer will not be rebilled as specified in Charges for Early Termination if:

- a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or
- b. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously curtailable Demand and to take interruptible standby service from the Company, or
- c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.548)

(Continued from Sheet No. 8.547)

PROVISIONS FOR EARLY TERMINATION (continued):

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph c. above, but the replacement Customer(s) does (do) become available within twelve (12) months from the date of termination of service under this schedule or FPL later determines that there is no need for the MW reduction in accordance with the FPL Curtailment Program, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any Curtailment Periods which may occur before the replacement Customer(s) became available.

Charges for Early Termination:

In the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service rate schedule, or under this schedule with a shift from curtailable demand to firm service,
  - i) at a different location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite three (3) years advance written notice, or
- c) the Customer transfers the curtailable demand portion of the Customer's load to "Firm Demand" or to a firm service rate schedule without providing at least three (3) years advance written notice,

then the Customer will be:

1. rebilled under the otherwise applicable firm service rate schedule for the shorter of (a) the prior thirty-six (36) months during which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this Rate Schedule, and
2. billed a penalty charge of \$1.30 per kW times the number of months rebilled in No. 1 above times the highest curtailable Demand occurring during the current month or the prior thirty-six (36) months.

RULES AND REGULATIONS:

Service under this Rate Schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

GENERAL SERVICE LARGE DEMAND

RATE SCHEDULE: GSLD-3

AVAILABLE:

In all territory served.

APPLICATION:

For service required for commercial or industrial lighting, power and any other purpose to any Customer who has service supplied at a transmission voltage of 69 kV or higher.

SERVICE:

Three phase, 60 hertz at the available transmission voltage of 69 kV or higher. The Customer will provide and maintain all transformers and related facilities necessary for handling and utilizing the power and energy delivered hereunder. All service required by the Customer at each separate point of delivery served hereunder shall be furnished through one meter at, or compensated to, the available transmission voltage. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	\$2,114.77
Demand Charges:	
Base Demand Charge	\$9.84 per kW of Demand
Capacity Payment Charge	See Sheet No. 8.030
Conservation Charge	See Sheet No. 8.030
Non-Fuel Energy Charges:	
Base Energy Charge	1.135 ¢ per kWh
Environmental Charge	See Sheet No. 8.030
Additional Charges:	
Fuel Charge	See Sheet No. 8.030
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.032

Minimum: The Customer Charge plus the charge for the currently effective Base Demand.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment for the 30-minute period of the Customer's greatest use during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

GENERAL SERVICE LARGE DEMAND - TIME OF USE  
 (OPTIONAL)

RATE SCHEDULE: GSLDT-3

AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose to any Customer who has service supplied at a transmission voltage of 69 kV or higher.

SERVICE:

Three phase, 60 hertz at the available transmission voltage of 69 kV or higher. The Customer will provide and maintain all transformers and related facilities necessary for handling and utilizing the power and energy delivered hereunder. All service required by the Customer at each separate point of delivery served hereunder shall be furnished through one meter at, or compensated to, the available transmission voltage. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	\$2,114.77	
Demand Charges:		
Base Demand Charge	\$9.84 per kW of Demand occurring during the On-Peak Period.	
Capacity Payment Charge	See Sheet No. 8.030	
Conservation Charge	See Sheet No. 8.030	
Non-Fuel Energy Charges:	<u>On-Peak Period</u>	<u>Off-Peak Period</u>
Base Energy Charge	1.296 ¢ per kWh	1.078 ¢ per kWh
Environmental Charge	See Sheet No. 8.030	
Additional Charges:		
Fuel Charge	See Sheet No. 8.030	
Storm Charge	See Sheet No. 8.040	
Franchise Fee	See Sheet No. 8.031	
Tax Clause	See Sheet No. 8.032	

Minimum: The Customer Charge plus the charge for the currently effective Base Demand.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.553)

(Continued from Sheet No. 8.552)

DEMAND:

Demand is the kw to the nearest whole kw, as determined from the Company's time of use metering equipment for the 30-minute period of customer's greatest use for the designated on-peak periods during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

SPORTS FIELD SERVICE  
 (Closed Schedule)

RATE SCHEDULE: OS-2

AVAILABLE:

In all territory served.

APPLICATION:

This is a transitional rate available to municipal, county and school board accounts for the operation of a football, baseball or other playground, or civic or community auditorium, when all such service is taken at the available primary distribution voltage at a single point of delivery and measured through one meter, and who were active as of October 4, 1981. Customer may also elect to receive service from other appropriate rate schedules.

LIMITATION OF SERVICE:

Offices, concessions, businesses or space occupied by tenants, other than areas directly related to the operations above specified, are excluded hereunder and shall be separately served by the Company at utilization voltage. Not applicable when Rider TR is used.

MONTHLY RATE:

Customer Charge:	\$132.86
Non-Fuel Energy Charges:	
Base Energy Charge	8.360 ¢ per kWh
Conservation Charge	See Sheet No. 8.030.1
Capacity Payment Charge	See Sheet No. 8.030.1
Environmental Charge	See Sheet No. 8.030.1
Additional Charges:	
Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.032
Minimum Charge:	\$132.86

TERM OF SERVICE:

Pending termination by Florida Public Service Commission Order.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.



METROPOLITAN TRANSIT SERVICE

RATE SCHEDULE: MET

AVAILABLE:

For electric service to Metropolitan Miami-Dade County Electric Transit System (METRORAIL) at each point of delivery required for the operation of an electric transit system on continuous and contiguous rights-of-way.

APPLICATION:

Service to be supplied will be three phase, 60 hertz and at the standard primary distribution voltage of 13,200 volts. All service required by Customer at each separate point of delivery served hereunder shall be furnished through one meter reflecting delivery at primary voltage. Resale of service is not permitted hereunder. Rider TR or a voltage discount is not applicable.

MONTHLY RATE:

Customer Charge:	\$636.08
Demand Charges:	
Base Demand Charge	\$13.46 per kW of Demand
Capacity Payment Charge	See Sheet No. 8.030.1
Conservation Charge	See Sheet No. 8.030.1
Non-Fuel Energy Charges:	
Base Energy Charge	1.796 ¢ per kWh
Environmental Charge	See Sheet No. 8.030.1
Additional Charges:	
Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.032

Minimum: The Customer Charge plus the charge for the currently effective Base Demand.

DEMAND:

The billing Demand is the kW, at each point of delivery, to the nearest whole kW, as determined from the Company's recording type metering equipment, for the period coincident with the 30-minute period of the electric rail transit system's greatest use supplied by the Company during the month adjusted for power factor.

BILLING:

Each point of delivery shall be separately billed according to the monthly charges as stated herein. All billing units related to charges under this rate schedule shall be determined from metering data on a monthly basis and determined for each point of delivery on the same monthly billing cycle day.

TERMS OF SERVICE

Not less than one year.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

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RESERVED FOR FUTURE USE

COMMERCIAL/INDUSTRIAL LOAD CONTROL PROGRAM  
(OPTIONAL)  
(Closed Schedule)

RATE SCHEDULE: CILC-1

AVAILABLE:

In all territory served. Available to any commercial or industrial customer to which the load control provisions of this schedule can feasibly be applied, who, as of March 19, 1996, was either taking service pursuant to this schedule or had a fully executed copy of a Commercial/Industrial Load Control Agreement with the Company.

LIMITATION OF AVAILABILITY:

This Rate Schedule may be modified or withdrawn subject to determinations made under Commission Rules 25-17.0021(4), F.A.C., Goals for Electric Utilities and 25-6.0438, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination.

APPLICATION:

For electric service provided to any commercial or industrial customer as a part of the Commercial/Industrial Load Control Program Agreement between the Customer and the Company, who agrees to allow the Company to control at least 200 kw of the Customer's load, or agrees to operate Backup Generation Equipment (see Definitions) and designate (if applicable) additional controllable demand to serve at least 200 kw of the Customer's own load during periods when the Company is controlling load. A Customer shall enter into a "Commercial/Industrial Load Control Program Agreement" with the Company for service under this schedule. To establish the initial qualification for service under this schedule, the Customer must have had an On-Peak Demand (as defined below) during the summer rating period (April through October) for at least three of the previous twelve (12) months of at least 200 kw greater than the Firm Demand or Controllable Demand (as applicable) level specified in Section 4 of the Commercial/Industrial Load Control Program Agreement. This controlled load shall not be served on a firm service basis until service has been terminated under this rate schedule.

SERVICE:

Three phase, 60 hertz at any available standard voltage.

A designated portion of the Customer's load served under this schedule is subject to control by the Company. Transformation Rider-TR, where applicable, shall only apply to the Customer's Maximum Demand for delivery voltage below 69 kv. Standby Service is not provided hereunder. Resale of service is not permitted hereunder.

(Continued on Sheet No. 8.651)



(Continued from Sheet No. 8.650)

MONTHLY RATE:

Delivery Voltage Level	<u>Distribution below 69 kV</u>		<u>69 kV &amp; above</u>
	<u>CILC-1(G)</u>	<u>CILC-1(D)</u>	<u>CILC-1(T)</u>
Maximum Demand Level		500 kW	
	<u>200-499 kW</u>	<u>&amp; above</u>	
Customer Charge:	\$158.71	\$264.16	\$2,342.78
Demand Charges:			
Base Demand Charges:			
per kW of Maximum Demand	\$4.23	\$4.44	None
per kW of Load Control On-Peak Demand	\$2.78	\$3.17	\$3.37
per kW of Firm On-Peak Demand	\$10.58	\$11.51	\$12.31
Capacity Payment and Conservation Charge:			
CILC-1(G)	See Sheet No. 8.030.1		
CILC-1(D)	See Sheet No. 8.030.1		
CILC-1(T)	See Sheet No. 8.030.1		
Non-Fuel Energy Charges:			
Base Energy Charges:			
On-Peak Period charge per kWh	1.576 ¢	1.061 ¢	0.984 ¢
Off-Peak Period charge per kWh	1.576 ¢	1.061 ¢	0.984 ¢
Environmental Charge	See Sheet No. 8.030.1		
Additional Charges:			
Fuel Charge	See Sheet No. 8.030.1		
Storm Charge	See Sheet No. 8.040		
Franchise Fee	See Sheet No. 8.031		
Tax Clause	See Sheet No. 8.032		

Minimum: The Customer Charge plus the Base Demand Charges.

( Continued on Sheet No. 8.652 )

(Continued from Sheet No. 8.651)

LOAD CONTROL:Control Condition:

The Customer's controllable load served under this Rate Schedule is subject to control when such control alleviates any emergency conditions or capacity shortages, either power supply or transmission, or whenever system load, actual or projected, would otherwise require the peaking operation of the Company's generators. Peaking operation entails taking base loaded units, cycling units or combustion turbines above the continuous rated output, which may overstress the generators.

Frequency: The Control Conditions will typically result in less than fifteen (15) Load Control Periods per year and will not exceed twenty-five (25) Load Control Periods per year. Typically, the Company will not initiate a Load Control Period within six (6) hours of a previous Load Control Period.

Notice: The Company will provide one (1) hour's advance notice or more to a Customer prior to controlling the Customer's controllable load. Typically, the Company will provide advance notice of four (4) hours or more prior to a Load Control Period.

Duration: The duration of a single Load Control Period will typically be four (4) hours and will not exceed six (6) hours.

In the event of an emergency, such as a Generating Capacity Emergency (see Definitions) or a major disturbance, greater frequency, less notice, or longer duration than listed above may occur. If such an emergency develops, the Customer will be given 15 minutes' notice. Less than 15 minutes' notice may only be given in the event that failure to do so would result in loss of power to firm service customers or the purchase of emergency power to serve firm service customers. The Customer agrees that the Company will not be liable for any damages or injuries that may occur as a result of providing no notice or less than one (1) hour's notice.

Customer Responsibility:

Upon the successful installation of the load control equipment and/or any necessary backup generation equipment, a test of this equipment will be conducted between the hours of 7 a.m. and 6 p.m., Monday through Friday, excluding holidays, as specified in the Commercial/Industrial Load Control Program Agreement.

The Customer shall be responsible for providing and maintaining the appropriate equipment required to allow the Company to electrically control the Customer's load, as specified in the Commercial/Industrial Load Control Program Agreement.

The Company will control the controllable portion of the Customer's service for a one-hour period (during designated on-peak periods), once per year for Company testing purposes on the first Wednesday in November or, if not possible, at a mutually agreeable time and date, if the Customer's load has not been successfully controlled during a load control event in the previous twelve (12) months. Testing purposes include the testing of the load control equipment to ensure that the load is able to be controlled within the agreed specifications.

RATING PERIODS:

## On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

## Off-Peak:

All other hours.

(Continued On Sheet No. 8.653)

(Continued from Sheet No. 8.652)

LOAD CONTROL PERIOD:

All hours established by the Company during a monthly billing period in which:

1. the Customer's load is controlled (which includes the operation of the Customer's generation equipment), or
2. the Customer is billed pursuant to the Continuity of Service Provision.

DEMAND:

Demand is the kw to the nearest whole kw, as determined from the Company's metering equipment, for a 30-minute period as adjusted for power factor.

ON-PEAK DEMAND:

On-Peak Demand is the kw to the nearest whole kw, as determined from the Company's metering equipment, for a 30-minute period of Customer's greatest use for the designated on-peak periods during the month as adjusted for power factor.

MAXIMUM DEMAND:

Maximum Demand shall be the greater of the current month's demand whenever it occurs or the highest demand for the prior twenty-three (23) months. A Customer's Maximum Demand may be re-established to allow for the following adjustments:

1. Demand reduction resulting from the installation of FPL Demand Side Management Measures or FPL Research Project efficiency measures; or
2. Demand reductions resulting from the installation of other permanent and quantifiable efficiency measures, upon verification by FPL; or
3. Permanent changes to customer facilities that result in a permanent loss of electric load, including any fuel substitution resulting in permanently reduced electricity consumption, upon verification by FPL.

The re-established Maximum Demand shall be the higher of the actual demand registered in the next billing period following the Customer's written request or the prior Maximum Demand minus the calculated demand reduction. Requests to re-establish the Maximum Demand may be processed up to twice per calendar year when more than one efficiency measure is installed or where the same efficiency measure is installed in phases.

CALCULATION OF FIRM DEMAND AND LOAD CONTROL ON-PEAK DEMAND

There will be two methods of calculating the Customer's Firm On-Peak Demand and Load Control On-Peak Demand, depending on whether a "Firm Demand" or a "Controllable Demand" is designated in the Commercial/Industrial Load Control Program Agreement.

THIS SECTION IS APPLICABLE TO CUSTOMERS DESIGNATING A FIRM DEMAND LEVEL:FIRM ON-PEAK DEMAND:

The Customer's monthly Firm On-Peak Demand shall be the lesser of the "Firm Demand" level specified in the Customer's Commercial/Industrial Load Control Program Agreement with the Company, or the Customer's highest on-peak demand during the month. The level of "Firm Demand" specified in the Customer's Commercial/Industrial Load Control Program Agreement shall not be exceeded during the periods when the Company is controlling the Customer's load.

(Continued on Sheet No. 8.654)

(Continued from Sheet No. 8.653)

LOAD CONTROL ON-PEAK DEMAND:

Load Control On-Peak Demand shall be the Customer's highest demand for the designated on-peak periods during the month less the Customer's "Firm Demand".

PROVISIONS FOR ENERGY USE DURING CONTROL PERIODS FOR CUSTOMERS DESIGNATING A FIRM DEMAND LEVEL:

Customers notified of a load control event should meet their Firm Demand during periods when the Company is controlling load. However, energy will be made available during control periods if the Customer's failure to meet its Firm Demand is a result of one of the following conditions:

1. Force Majeure events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
2. maintenance of generation equipment necessary for the implementation of load control which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer (See Special Provisions), or
3. adding firm load that was not previously non-firm load to the Customer's facility, or
4. an event affecting local, state or national security, or
5. an event whose nature requires that space launch activities be placed in the critical mode (requiring a closed-loop configuration of FPL's transmission system) as designated and documented by the NASA Test Director at Kennedy Space Center and/or the USAF Range Safety Officer at Cape Canaveral Air Force Station.

The Customer's energy use (in excess of the "Firm Demand") for the conditions listed above will be billed pursuant to the Continuity of Service Provision. For periods during which power under the Continuity of Service Provision is no longer available, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cents per kilowatt-hour basis) that FPL is purchasing or selling during that period, less the applicable class fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C.

If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, then the Company will terminate service under this rate schedule as described in TERM OF SERVICE.

If the Customer exceeds the "Firm Demand" during a period when the Company is controlling load for any reason other than those specified above, then the Customer will be:

1. billed the difference between the Firm On-Peak Demand Charge and the Load Control On-Peak Demand Charge for the excess kw for the prior sixty (60) months or the number of months the Customer has been billed under this rate schedule, whichever is less, and
2. billed a penalty charge of \$1.14 per kw of excess kw for each month of rebilling.

Excess kw for rebilling and penalty charges is determined by taking the difference between the maximum demand during the Load Control Period and the Customer's "Firm Demand".

(Continued on Sheet No. 8.655)

(Continued from Sheet No. 8.654)

THIS SECTION IS APPLICABLE TO CUSTOMERS DESIGNATING A CONTROLLABLE DEMAND LEVEL:FIRM ON-PEAK DEMAND:

The Customer's monthly Firm On-Peak Demand shall be the On-Peak Demand during the month less the "Controllable Demand" level specified in the Customer's Commercial/Industrial Load Control Program Agreement with the Company.

LOAD CONTROL ON-PEAK DEMAND:

Load Control On-Peak Demand shall be the "Controllable Demand" level specified in the Customer's Commercial/Industrial Load Control Program Agreement with the Company.

PROVISIONS FOR ENERGY USE DURING CONTROL PERIODS FOR CUSTOMERS DESIGNATING A CONTROLLABLE DEMAND LEVEL:

Customers notified of a load control event should achieve the Controllable Demand Level during periods when the Company is controlling load, except under the following conditions:

1. Force Majeure events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
2. maintenance of generation equipment necessary for the implementation of load control which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer (See Special Provisions), or
3. adding firm load that was not previously non-firm load to the Customer's facility, or
4. an event affecting local, state or national security, or
5. an event whose nature requires that space launch activities be placed in the critical mode (requiring a closed-loop configuration of FPL's transmission system) as designated and documented by the NASA Test Director at Kennedy Space Center and/or the USAF Range Safety Officer at Cape Canaveral Air Force Station.

The Customer's energy use (in excess of the "Firm Demand") for the conditions listed above will be billed pursuant to the Continuity of Service Provision. For periods during which power under the Continuity of Service Provision is no longer available, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cents per kilowatt hour basis) that FPL is purchasing or selling during that period, less the applicable class fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C.

If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this rate schedule as described in TERM OF SERVICE.

If the Customer does not achieve the Controllable Demand level during a period when the Company is controlling load for any reason other than those specified above, then the Customer will be:

1. billed the difference between the Firm On-Peak Demand Charge and the Load Control On-Peak Demand Charge for the rebilling kw for the prior sixty (60) months or the number of months the Customer has been billed under this rate schedule, whichever is less, and

(Continued on Sheet No. 8.656)

(Continued from Sheet No. 8.655)

2. billed a penalty charge of \$1.14 per kw of excess kw for each month of rebilling.

The kw for rebilling and penalty charges is determined by taking the difference between the Controllable Demand and the maximum demand actually reduced during the Load Control Period. The Customer will not be rebilled or penalized twice for the same excess kw in the calculation described above.

As long as the Customer's load reduction from the operation of the control circuit results in a demand during the Load Control Period that is at or below the calculated Firm Demand for that billing period, the Customer will not be required to pay the penalty and rebilling charges.

TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a five-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the program is desired.

Service under this Rate Schedule shall continue, subject to Limitation of Availability, until terminated by either the Company or the Customer upon written notice given at least five (5) years prior to termination. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide five (5) years' written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Commercial/Industrial Load Control Program Agreement. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than five (5) years' written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously controlled Load Control On-Peak Demand and to take interruptible standby service from the Company, the Customer may terminate the Commercial/Industrial Load Control Program Agreement by giving at least thirty (30) days' advance written notice to the Company.

(Continued on Sheet No. 8.657)

(Continued from Sheet No. 8.656)

If service under this Rate Schedule is terminated for any reason, the Customer will not be rebilled as specified in Charges for Early Termination if:

- a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's CILC program is in the best interests of the Customer, the Company and the Company's other customers, or
- b. the Customer is required to transfer to another retail rate schedule as a result of Commission Rule 25-6.0438, F.A.C., or
- c. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously controlled Load Control On-Peak Demand and to take interruptible standby service from the Company, or
- d. any other Customer(s) with demand reduction equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand reduction commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) has (have) the equipment installed and is (are) available to perform load control, or
- e. FPL determines that the Customer's MW reduction is no longer needed in accordance with the FPL Numeric Commercial/Industrial Conservation Goals.

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph d. above, but the replacement Customer(s) does(do) become available within twelve (12) months from the date of termination of service under this schedule or FPL later determines that there is no need for the MW reduction in accordance with the FPL Numeric Commercial/Industrial Conservation Goals, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any Load Control Periods which may occur before the replacement Customer(s) became available.

Charges for Early Termination:

In the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service or a curtailable service rate schedule, or under this schedule with a shift from non-firm load to firm service,
  - i) at a different location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite five (5) years' advance written notice, or
- c) the Customer transfers the controllable portion of the Customer's load to "Firm Demand" or to a firm or a curtailable service rate schedule without providing at least five (5) years' advance written notice,

(Continued on Sheet No. 8.658)

(Continued on Sheet No. 8.657)

then the Customer will be:

1. rebilled under the otherwise applicable firm or curtailable service rate schedule for the shorter of (a) the prior sixty (60) months during which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this Rate Schedule, and
2. billed a penalty charge of \$1.14 per kw times the number of months rebilled in No. 1 above times the highest Load Control On-Peak Demand occurring during the current month or the prior twenty-three (23) months.

SPECIAL PROVISIONS:

1. Control of the Customer's load shall be accomplished through the Company's load management systems by use of control circuits connected directly to the Customer's switching equipment or the Customer's load may be controlled by use of an energy management system where the firm demand or controllable demand level can be established or modified only by means of joint access by the Customer and the Company.
2. The Customer shall grant the Company reasonable access for installing, maintaining, inspecting, testing and/or removing Company-owned load control equipment.
3. It shall be the responsibility of the Customer to determine that all electrical equipment to be controlled is in good repair and working condition. The Company will not be responsible for the repair, maintenance or replacement of the Customer's electrical equipment.
4. The Company is not required to install load control equipment if the installation cannot be economically justified.
5. Billing under this schedule will commence after the installation, inspection and successful testing of the load control equipment.
6. Maintenance of generation equipment necessary for the implementation of load control will not be scheduled during periods where the Company projects that it would not be able to withstand the loss of its largest unit and continue to serve firm service customers.

CONTINUITY OF SERVICE PROVISION:

In order to minimize the frequency and duration of interruptions or requests that the Customer operate its backup generation equipment, the Company will attempt to obtain reasonably available additional capacity and/or energy during periods for which interruptions or operation of the Customer's backup generation equipment may be requested. The Company's obligation in this regard is no different than its obligation in general to purchase power to serve its Customers during a capacity shortage; in other words, the Company is not obligated to account for, or otherwise reflect in its generation planning and construction, the possibility of providing capacity and/or energy under this Continuity of Service Provision. Any non-firm customers so electing to receive capacity and/or energy which enable(s) the Company to continue service to the Customer's non-firm loads during these periods will be subject to the additional charges set forth below.

(Continued on Sheet No. 8.659)



(Continued from Sheet No. 8.658)

In the event a Customer elects not to have its non-firm load interrupted pursuant to this Schedule, the Customer shall pay, in addition to the normal charges provided hereunder, a charge reflecting the additional costs incurred by the Company in continuing to provide service, less the applicable class fuel charge for the period during which the load would otherwise have been controlled (see Sheet No. 8.030). This incremental charge shall apply to the Customer for all consumption above the Customer's Firm Demand during the time in which the non-firm load would otherwise have been controlled. If, for any reason during such period, this capacity and/or energy is (are) no longer available or cannot be accommodated by the Company's system, the terms of this Continuity of Service Provision will cease to apply and interruptions will be required for the remainder of such period unless energy use is for one of the conditions outlined under "Provisions for Energy Use During Control Periods".

Any customer served under this rate schedule may elect to minimize the interruptions through the procedure described above. The initial election must be made in the Commercial/Industrial Load Control Program Agreement. Any adjustment or change to the election must be provided to the Company with at least 24 hours' written notice (not including holidays and weekends) and must be by mutual agreement, in writing, between the Customer and the Company. In such case, the written notice will replace any prior election with regard to this Continuity of Service Provision.

#### RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision(s) of this schedule and said "General Rules and Regulations for Electric Service", the provision(s) of this schedule shall apply.

#### DEFINITIONS:

##### Generating Capacity Emergency:

A Generating Capacity Emergency exists when any one of the electric utilities in the state of Florida has inadequate generating capability, including purchased power, to supply its firm load obligations.

##### Force Majeure:

Force Majeure for the purposes of this schedule means causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, riots, environmental constraints lawfully imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar occurrences.

##### Backup Generation Equipment:

Backup generation equipment shall be Customer-provided generation equipment and switch gear. This generation equipment will be utilized for emergency purposes, including periods when the Company is controlling load.

FLORIDA POWER & LIGHT COMPANY

COMMERCIAL/INDUSTRIAL DEMAND REDUCTION RIDER (CDR)  
(OPTIONAL)

AVAILABLE:

In all territory served. Available to any commercial or industrial customer receiving service under Rate Schedules GSD-1, GSDT-1, GSLD-1, GSLDT-1, GSLD-2, GSLDT-2, GSLD-3, GSLDT-3, or HLFT through the execution of a Commercial/Industrial Demand Reduction Rider Agreement in which the load control provisions of this rider can feasibly be applied.

LIMITATION OF AVAILABILITY:

This Rider may be modified or withdrawn subject to determinations made under Commission Rules 25-17.0021(4), F.A.C., Goals for Electric Utilities and 25-6.0438, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination.

APPLICATION:

For electric service provided to any commercial or industrial customer receiving service under Rate Schedule GSD-1, GSDT-1, GSLD-1, GSLDT-1, GSLD-2, GSLDT-2, GSLD-3, GSLDT-3, or HLFT who as a part of the Commercial/Industrial Demand Reduction Rider Agreement between the Customer and the Company, agrees to allow the Company to control at least 200 kW of the Customer's load, or agrees to operate Backup Generation Equipment (see Definitions) and designate (if applicable) additional controllable demand to serve at least 200 kW of the Customer's own load during periods when the Company is controlling load. A Customer shall enter into a Commercial/Industrial Reduction Demand Rider Agreement with the Company to be eligible for this Rider. To establish the initial qualification for this Rider, the Customer must have had a Utility Controlled Demand during the summer Controllable Rating Period (April 1 through October 31) for at least three out of seven months of at least 200 kW greater than the Firm Demand level specified in Section 4 of the Commercial/Industrial Demand Reduction Rider Agreement. The Utility Controlled Demand shall not be served on a firm service basis until service has been terminated under this Rider.

LIMITATION OF SERVICE:

Customers participating in the General Service Load Management Program (FPL "Business On Call" Program) are not eligible for this Rider.

MONTHLY RATE:

All rates and charges under Rate Schedules GSD-1, GSDT-1, GSLD-1, GSLDT-1, GSLD-2, GSLDT-2, GSLD-3, GSLDT-3, HLFT shall apply. In addition, the applicable Monthly Administrative Adder and Utility Controlled Demand Credit shall apply.

MONTHLY ADMINISTRATIVE ADDER:

<u>Rate Schedule</u>	<u>Adder</u>
GSD-1	\$132.52
GSDT-1, HLFT (21-499 kW)	\$132.52
GSLD-1, GSLDT-1, HLFT (500-1,999 kW)	\$185.39
GSLD-2, GSLDT-2, HLFT (2,000 kW or greater)	\$79.39
GSLD-3, GSLDT-3	\$237.91

UTILITY CONTROLLED DEMAND CREDIT:

A monthly credit of (\$8.71) per kW is allowed based on the Customer's Utility Controlled Demand.

UTILITY CONTROLLED DEMAND:

The Utility Controlled Demand for a month in which there are no load control events during the Controllable Rating Period shall be the sum of the Customer's kWh usage during the hours of the applicable Controllable Rating Period, divided by the total number of hours in the applicable Controllable Rating Period, less the Customer's Firm Demand.

In the event of Load Control occurring during the Controllable Rating Period, the Utility Controlled Demand shall be the sum of the Customer's kWh usage during the hours of the applicable Controllable Rating Period less the sum of the Customer's kWh usage during the Load Control Period, divided by the number of non-load control hours occurring during the applicable Controllable Rating Period, less the Customer's Firm Demand.

(Continued on Sheet No. 8.681)

(Continued from Sheet No. 8.680)

CONTROLLABLE RATING PERIODS:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 9 a.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 3 p.m. to 6 p.m. excluding Memorial Day, Independence Day, and Labor Day.

FIRM DEMAND:

The Customer's monthly Firm Demand shall be the lesser of the "Firm Demand" level specified in the Commercial/Industrial Demand Reduction Rider Agreement with the Company, or the Customer's maximum demand during the applicable Controllable Rating Period. The level of "Firm Demand" specified in the Commercial/Industrial Demand Reduction Rider Agreement shall not be exceeded during the periods when the Company is controlling the Customer's load.

LOAD CONTROL:Control Condition:

The Customer's controllable load served under this Rider is subject to control when such control alleviates any emergency conditions or capacity shortages, either power supply or transmission, or whenever system load, actual or projected, would otherwise require the peaking operation of the Company's generators. Peaking operation entails taking base loaded units, cycling units or combustion turbines above the continuous rated output, which may overstress the generators.

Frequency: The Control Conditions will typically result in less than fifteen (15) Load Control Periods per year and will not exceed twenty-five (25) Load Control Periods per year. Typically, the Company will not initiate a Load Control Period within six (6) hours of a previous Load Control Period.

Notice: The Company will provide one (1) hour's advance notice or more to a Customer prior to controlling the Customer's controllable load. Typically, the Company will provide advance notice of four (4) hours or more prior to a Load Control Period.

Duration: The duration of a single Load Control Period will typically be three (3) hours and will not exceed six (6) hours.

In the event of an emergency, such as a Generating Capacity Emergency (see Definitions) or a major disturbance, greater frequency, less notice, or longer duration than listed above may occur. If such an emergency develops, the Customer will be given 15 minutes' notice. Less than 15 minutes' notice may only be given in the event that failure to do so would result in loss of power to firm service customers or the purchase of emergency power to serve firm service customers. The Customer agrees that the Company will not be liable for any damages or injuries that may occur as a result of providing no notice or less than one (1) hour's notice.

Customer Responsibility:

Upon the successful installation of the load control equipment, a test of this equipment will be conducted as specified in the Commercial/Industrial Demand Reduction Demand Rider Agreement. Testing will be conducted at a mutually agreeable time and date. This time and date shall typically be within the Controllable Rating Period unless otherwise agreed by the Company.

The Customer shall be responsible for providing and maintaining the appropriate equipment required to allow the Company to electrically control the Customer's load, as specified in the Commercial/Industrial Demand Reduction Rider Agreement.

The Company will control the controllable portion of the Customer's service for a one-hour period (typically within the Controllable Rating Periods) once per year for Company testing purposes on the first Wednesday in November or, if not possible, at a mutually agreeable time and date, if the Customer's load has not been successfully controlled during a load control event in the previous twelve (12) months. Testing purposes include the testing of the load control equipment to ensure that the load is able to be controlled within the agreed specifications.

LOAD CONTROL PERIOD:

All hours established by the Company during a monthly billing period in which:

1. the Customer's load is controlled, or
2. the Customer is billed pursuant to the Continuity of Service Provision.

(Continued on Sheet No. 8.682)

(Continued from Sheet No. 8.681)

PROVISIONS FOR ENERGY USE DURING CONTROL PERIODS:

Customers notified of a load control event should not exceed their Firm Demand during periods when the Company is controlling load. However, electricity will be made available during control periods if the Customer's failure to meet its Firm Demand is a result of one of the following conditions:

1. Force Majeure events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
2. maintenance of generation equipment necessary for the implementation of load control which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer (See Special Provisions), or
3. adding firm load that was not previously non-firm load to the Customer's facility, or
4. an event affecting local, state or national security, or
5. an event whose nature requires that space launch activities be placed in the critical mode (requiring a closed-loop configuration of FPL's transmission system) as designated and documented by the NASA Test Director at Kennedy Space Center and/or the USAF Range Safety Officer at Cape Canaveral Air Force Station.

The Customer's energy use (in excess of the Firm Demand) for the conditions listed above will be billed pursuant to the Continuity of Service Provision. For periods during which power under the Continuity of Service Provision is no longer available, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cents per kilowatt-hour basis) that FPL is purchasing or selling during that period, less the applicable class fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C.

If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this rider as described in TERM OF SERVICE.

If the Customer exceeds the Firm Demand during a period when the Company is controlling load for any reason other than those specified above, then the Customer will be:

1. billed a \$8.71 charge per kW of excess kW for the prior sixty (60) months or the number of months the Customer has been billed under this rider, whichever is less, and
2. billed a penalty charge of \$1.14 per kW of excess kW for each month of rebilling.

Excess kW for rebilling and penalty charges is determined by taking the difference between the Customer's kWh usage during the load control period divided by the number of hours in the load control period and the Customer's "Firm Demand". The Customer will not be rebilled or penalized twice for the same excess kW in the calculation described above.

( Continued on Sheet No. 8.683 )

( Continued from Sheet No. 8.682 )

TERM OF SERVICE:

During the first year of service under this Rider, the Customer will determine whether or not this Rider is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rider for the life of the generating unit which has been avoided by the Rider. There is, however, a five-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rider should there be circumstances under which the termination of the Customer's participation or the Company's offering of this Rider is desired.

Service under this Rider shall continue, subject to Limitation of Availability, until terminated by either the Company or the Customer upon written notice given at least five (5) years prior to termination.

The Company may terminate service under this Rider at any time for the Customer's failure to comply with the terms and conditions of this Rider or the Commercial Industrial Demand Reduction Rider Agreement. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rider at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly credits under this Rider and bill the Customer under the otherwise applicable firm service rate schedule.

PROVISIONS FOR EARLY TERMINATION:

Termination of this Rider, with less than five (5) years' written notice, for which the Customer would qualify, may be permitted if it can be shown that such termination is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously Utility Controlled Demand and to take interruptible standby service from the Company, the Customer may terminate the Commercial Industrial Demand Reduction Agreement by giving at least thirty (30) days' advance written notice to the Company.

If service under this Rider is terminated for any reason, the Customer will not be rebilled as specified in Charges for Early Termination if:

- a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Commercial/Industrial Demand Reduction Rider is in the best interests of the Customer, the Company and the Company's other customers, or
- b. the Customer is required to terminate this Rider as a result of Commission Rule 25-6.0438, F.A.C., or a Commission decision pursuant to this rule, or
- c. the termination of service under this Rider is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously utility controlled load and to take interruptible standby service from the Company, or
- d. any other Customer(s) with demand reduction equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this Rider and the MW demand reduction commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) has (have) the equipment installed and is (are) available to perform load control, or
- e. FPL determines that the Customer's MW reduction is no longer needed in accordance with the FPL Numeric Commercial/Industrial Conservation Goals.

( Continued on Sheet No. 8.684 )

(Continued from Sheet No. 8.683)

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph d. above, but the replacement Customer(s) does(do) become available within twelve (12) months from the date of termination of service under this Rider or FPL later determines that there is no need for the MW reduction in accordance with the FPL Numeric Commercial/Industrial Conservation Goals, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any load control periods which may occur before the replacement Customer(s) became available.

Charges for Early Termination:

In the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service or a curtailable service rate schedule, or under this rider with a shift from non-firm load to firm service,
  - i) at a different location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite five (5) years' advance written notice, or
- c) the Customer transfers the controllable portion of the Customer's load to "Firm Demand" or to a firm or a curtailable service rate schedule without providing at least five (5) years' advance written notice,

then the Customer will be:

1. rebilled \$8.71 per kW of Utility Controlled Demand for the shorter of (a) the most recent prior sixty (60) months during which the Customer was billed for service under this Rider, or (b) the number of months the Customer has been billed under this Rider, and
2. billed a penalty charge of \$1.14 per kW of Utility Controlled Demand times the number of months rebilled in No. 1 above.

SPECIAL PROVISIONS:

1. Control of the Customer's load shall be accomplished through the Company's load management systems by use of control circuits connected directly to the Customer's switching equipment or the Customer's load may be controlled by use of an energy management system where the firm demand level can be established or modified only by means of joint access by the Customer and the Company.
2. The Customer shall grant the Company reasonable access for installing, maintaining, inspecting, testing and/or removing Company-owned load control equipment.
3. It shall be the responsibility of the Customer to determine that all electrical equipment to be controlled is in good repair and working condition. The Company will not be responsible for the repair, maintenance or replacement of the Customer's electrical equipment.
4. The Company is not required to install load control equipment if the installation cannot be economically justified.
5. Credits under this Rider will commence after the installation, inspection and successful testing of the load control equipment.
6. Maintenance of equipment (including generators) necessary for the implementation of load control will not be scheduled during periods where the Company projects that it would not be able to withstand the loss of its largest unit and continue to serve firm service customers.

(Continued on Sheet No. 8.685)

( Continued from Sheet No. 8684 )

CONTINUITY OF SERVICE PROVISION:

In order to minimize the frequency and duration of interruptions, the Company will attempt to obtain reasonably available additional capacity and/or energy during periods for which interruptions may be requested. The Company's obligation in this regard is no different than its obligation in general to purchase power to serve its Customers during a capacity shortage; in other words, the Company is not obligated to account for, or otherwise reflect in its generation planning and construction, the possibility of providing capacity and/or energy under this Continuity of Service Provision. Any non-firm customers so electing to receive capacity and/or energy which enable(s) the Company to continue service to the Customer's non-firm loads during these periods will be subject to the additional charges set forth below.

In the event a Customer elects not to have its non-firm load interrupted pursuant to this Rider, the Customer shall pay, in addition to the normal charges provided hereunder, a charge reflecting the additional costs incurred by the Company in continuing to provide service, less the applicable class fuel charge for the period during which the load would otherwise have been controlled (see Sheet No. 8.030). This incremental charge shall apply to the customer's non-firm load for all consumption above the Customer's Firm Demand during the time in which the non-firm load would otherwise have been controlled. If, for any reason during such period, this capacity and/or energy is (are) no longer available or cannot be accommodated by the Company's system, the terms of this Continuity of Service Provision will cease to apply and interruptions will be required for the remainder of such period unless energy use is for one of the conditions outlined under "Provisions for Energy Use During Control Periods".

Any customer served under this Rider may elect to minimize the interruptions through the procedure described above. The initial election must be made in the Commercial/Industrial Demand Reduction Agreement. Any adjustment or change to the election must be provided to the Company with at least 24 hours' written notice (not including holidays and weekends) and must be by mutual agreement, in writing, between the Customer and the Company. In such case, the written notice will replace any prior election with regard to this Continuity of Service Provision.

RULES AND REGULATIONS:

Service under this rider is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision(s) of this rider and said "General Rules and Regulations for Electric Service", the provision(s) of this rider shall apply.

DEFINITIONS:Generating Capacity Emergency:

A Generating Capacity Emergency exists when any one of the electric utilities in the state of Florida has inadequate generating capability, including purchased power, to supply its firm load obligations.

Force Majeure:

Force Majeure for the purposes of this rider means causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, riots, environmental constraints lawfully imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar occurrences.

Backup Generation Equipment:

Backup generation equipment shall be Customer-provided generation equipment and switch gear. This generation equipment will be utilized for emergency purposes, including periods when the Company is controlling load.

STREET LIGHTINGRATE SCHEDULE: SL-1AVAILABLE:

In all territory served.

APPLICATION:

For lighting streets and roadways, whether public or private, which are thoroughfares for normal flow of vehicular traffic. Lighting for other applications such as: municipally and privately-owned parking lots; parks and recreational areas; or any other area not expressly defined above, is not permitted under this schedule except for lighting in such an application that was already under this schedule prior to July 9, 1992. Lamp replacement and energy-only service is available to existing customer facilities taking service under this rate prior to January 1, 2017.

TYPE OF INSTALLATION:

FPL-owned fixtures normally will be mounted on poles of FPL's existing distribution system and served from overhead wires. On request of the Customer, FPL will provide special poles or underground wires at the charges specified below. Customer-owned systems will be of a standard type and design, permitting service and lamp replacement at no abnormal cost to FPL.

SERVICE:

Service includes lamp renewals, patrol, energy from dusk each day until dawn the following day and maintenance of FPL-owned Street Lighting Systems.

LIMITATION OF SERVICE:

For Mercury Vapor, Fluorescent and Incandescent luminaires, no additions or changes in specified lumen output on existing installations will be permitted under this schedule after October 4, 1981 except where such additional lights are required in order to match existing installations.

Stand-by or resale service is not permitted hereunder.

CUSTOMER CONTRIBUTIONS:

A Contribution-in-Aid-of-Construction (CIAC) will be required for:

- a) the differential cost between employing rapid construction techniques in trenching, backfilling and pole installation work where no obstructions exist, and the added cost to overcome obstructions such as sprinkler systems, paved surfaces (such as sidewalks, curbs, gutters, and roadways), landscaping, sodding and other obstructions encountered along the Street Light System installation route, including repair and replacement. If the Customer elects to perform work such as trenching and restoration, they will be reimbursed by FPL with a credit (not to exceed the total CIAC cost) for the value of this work as determined by FPL;
- b) the installation cost of any new overhead distribution facilities and/or the cost of alterations to existing distribution facilities which are required in order to serve the Street Lighting System less four (4) times the additional annual non-fuel energy revenue generated by the installation or alteration of the Street Lighting System, plus where underground facilities are installed, the differential installation cost between underground and overhead distribution facilities.

These costs shall be paid by the Customer prior to the initiation of any construction work by FPL. The Customer shall also pay any additional costs associated with design modifications requested after the original estimate has been made.

(Continued on Sheet No. 8.716)



(Continued from Sheet No. 8.715)

REMOVAL OF FACILITIES:

If Street Lighting facilities are removed by either Customer request or termination or breach of the agreement, the Customer shall pay FPL an amount equal to the original installed cost of the removed facilities less any salvage value and any depreciation (based on current depreciation rates as approved by the Florida Public Service Commission) plus removal cost.

MONTHLY RATE:

Luminaire Type	Lamp Size		kWh/Mo. Estimate	Charge for FPL-Owned Unit (\$)				Charge for Customer-Owned Unit (\$) ****	
	Initial Lumens/Watts			Fixtures	Maintenance	Energy Non-Fuel **	Total ***	Relamping/ Energy	Energy Only
High Pressure Sodium Vapor	6,300	70	29	\$4.14	\$1.98	\$0.89	\$7.01	\$2.88	\$0.89
" "	9,500	100	41	\$4.21	\$1.99	\$1.26	\$7.46	\$3.26	\$1.26
" "	16,000	150	60	\$4.34	\$2.02	\$1.84	\$8.20	\$3.87	\$1.84
" "	22,000	200	88	\$6.58	\$2.57	\$2.70	\$11.85	\$5.24	\$2.70
" "	50,000	400	168	\$6.64	\$2.58	\$5.15	\$14.37	\$7.70	\$5.15
" "	* 27,500	250	116	\$6.94	\$2.79	\$3.55	\$13.28	\$6.31	\$3.55
" "	* 140,000	1,000	411	\$10.54	\$5.01	\$12.59	\$28.14	\$17.64	\$12.59
Mercury Vapor	* 6,000	140	62	\$3.27	\$1.77	\$1.90	\$6.94	\$3.68	\$1.90
" "	* 8,600	175	77	\$3.33	\$1.77	\$2.36	\$7.46	\$4.14	\$2.36
" "	* 11,500	250	104	\$5.54	\$2.55	\$3.19	\$11.28	\$5.76	\$3.19
" "	* 21,500	400	160	\$5.41	\$2.51	\$4.90	\$12.82	\$7.42	\$4.90

- \* These units are closed to new FPL installations.
- \*\* The non-fuel energy charge is 3.063 ¢ per kWh.
- \*\*\* Bills rendered based on "Total" charge. Unbundling of charges is not permitted.
- \*\*\*\* New customer-owned facilities are closed to this rate effective January 1, 2017.

Charges for other FPL-owned facilities:

Wood pole used only for the street lighting system	\$5.24
Concrete pole used only for the street lighting system	\$7.16
Fiberglass pole used only for the street lighting system	\$8.48
Steel pole used only for the street lighting system *	\$7.16
Underground conductors not under paving	4.053 ¢ per foot
Underground conductors under paving	9.903 ¢ per foot

The Underground conductors under paving charge will not apply where a CIAC is paid pursuant to section "a)" under "Customer Contributions." The Underground conductors not under paving charge will apply in these situations.

SPECIAL PROVISION:

Where the Company provides facilities other than those listed above, the monthly charges, as applicable shall be computed as follows:

- Facilities Charge: 1.63% of the Company's average installed cost of the pole, light fixture, or both.
- Maintenance Charge: FPL shall use the maintenance charges in this tariff for fixtures that fall under the special provision based on wattage. If a special provision fixture falls between two wattages, the maintenance charge will be averaged between two existing wattages.
- Non-Fuel Energy Charge: 3.063¢/kWh

(Continued on Sheet No. 8.717)

(Continued from Sheet No. 8.716)

On Customer-owned Street Lighting Systems, where Customer contracts to relamp at no cost to FPL, the Monthly Rate for non-fuel energy shall be 3.063 ¢ per kWh of estimated usage of each unit plus adjustments. On Street Lighting Systems, where the Customer elects to install Customer-owned monitoring systems, the Monthly Rate for non-fuel energy shall be 3.063 ¢ per kWh of estimated usage of each monitoring unit plus adjustments. The minimum monthly kWh per monitoring device will be 1 kilowatt-hour per month, and the maximum monthly kWh per monitoring device will be 5 kilowatt-hours per month.

During the initial installation period:

- Facilities in service for 15 days or less will not be billed;
- Facilities in service for 16 days or more will be billed for a full month.

WILLFUL DAMAGE:

Upon the **second** occurrence of willful damage to any FPL-owned facilities, the Customer will be responsible for the cost incurred for repair or replacement. If the lighting fixture is damaged, based on prior written instructions from the Customer, FPL will:

- a) Replace the fixture with a shielded cutoff cobrahead. The Customer shall pay \$280.00 for the shield plus all associated costs. However, if the Customer chooses to have the shield installed after the first occurrence, the Customer shall only pay the \$280.00 cost of the shield; or
- b) Replace with a like unshielded fixture. For this, and each subsequent occurrence, the Customer shall pay the costs specified under "Removal of Facilities"; or
- c) Terminate service to the fixture.

Option selection shall be made by the Customer in writing and apply to all fixtures which FPL has installed on the Customer's behalf. Selection changes may be made by the Customer at any time and will become effective ninety (90) days after written notice is received.

Conservation Charge	See Sheet No. 8.030.1
Capacity Payment Charge	See Sheet No. 8.030.1
Environmental Charge	See Sheet No. 8.030.1
Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.032

SPECIAL CONDITIONS:

Customers whose lights are turned off during sea turtle nesting season will receive a credit equal to the fuel charges associated with the fixtures that are turned off.

TERM OF SERVICE:

Initial term of ten (10) years with automatic, successive five (5) year extensions unless terminated in writing by either FPL or the Customer at least ninety (90) days prior to the current term's expiration.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service", the provision of this schedule shall apply.

STREET LIGHTING METERED SERVICE

RATE SCHEDULE: SL-1M

AVAILABLE:

In all territory served.

APPLICATION:

For customer-owned lighting of streets and roadways, whether public or private, which are thoroughfares for normal flow of vehicular traffic. Lighting for other applications such as: municipally and privately-owned parking lots; parks and recreational areas; or any other area not expressly defined above, is not permitted under this schedule.

SERVICE:

Single phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	\$14.89
Non-Fuel Energy Charges:	
Base Energy Charge	3.007 ¢ per kWh
Conservation Charge	See Sheet No. 8.030.1
Capacity Payment Charge	See Sheet No. 8.030.1
Environmental Charge	See Sheet No. 8.030.1
Additional Charges:	
Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.032
Minimum:	\$14.89

TERM OF SERVICE:

Not less than one (1) year.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

PREMIUM LIGHTING

RATE SCHEDULE: PL-1

AVAILABLE:

In all territory served.

APPLICATION:

FPL-owned lighting facilities not available under rate schedule SL-1 and OL-1. To any Customer for the sole purpose of lighting streets, roadways and common areas, other than individual residential locations. This includes but is not limited to parking lots, homeowners association common areas, or parks.

SERVICE:

Service will be unmetered and will include lighting installation, lamp replacement and facilities maintenance for FPL-owned lighting systems. It will also include energy from dusk each day until dawn the following day.

The Company, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

LIMITATION OF SERVICE:

Installation shall be made only when, in the judgement of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance.

Stand-by, non-firm, or resale service is not permitted hereunder.

TERM OF SERVICE:

The term of service is (20) twenty years. At the end of the term of service, the Customer may elect to execute a new agreement based on the current estimated replacement costs. The Company will retain ownership of these facilities.

FACILITIES PAYMENT OPTION:

The Customer will pay for the facilities in a lump sum in advance of construction. The amount will be the Company's total work order cost for these facilities times the Present Value Revenue Requirement (PVRR) multiplier of 1.1961. Monthly Maintenance and Energy charges will apply for the term of service.

FACILITIES SELECTION:

Facilities selection shall be made by the Customer in writing by executing the Company's Premium Lighting Agreement.

(Continued on Sheet No. 8.721)

(Continued from Sheet No. 8.720)

MONTHLY RATE :

Facilities:

Paid in full: Monthly rate is zero, for Customer's who have executed a Premium Lighting Agreement before March 1, 2010:  
 10 years payment option: 1.364% of total work order cost.  
 20 years payment option: 0.926% of total work order cost.

Maintenance: FPL's estimated costs of maintaining lighting facilities.

Billing: FPL reserves the right to assess a charge for the recovery of any dedicated billing system developed solely for this rate.

Energy: KWH Consumption for fixtures shall be estimated using the following formula:

$$\text{KWH} = \frac{\text{Unit Wattage (usage)} \times 353.3 \text{ hours per month}}{1000}$$

Non-Fuel Energy	3.063 ¢/kWh
Conservation Charge	See Sheet No. 8.030.1
Capacity Payment Charge	See Sheet No. 8.030.1
Environmental Charge	See Sheet No. 8.030.1
Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.032

During the initial installation period:

Facilities in service for 15 days or less will not be billed;  
 Facilities in service for 16 days or more will be billed for a full month.

MINIMUM MONTHLY BILL:

The minimum monthly bill shall be the applicable Facilities Maintenance and Billing charges.

(Continued on Sheet No. 8.722)

(Continued from Sheet No. 8.721)

EARLY TERMINATION:

If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Premium Lighting Agreement by giving at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the following Termination Factors to the installed cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment.

FPL may also charge the Customer for the cost to the utility for removing the facilities.

<u>Ten (10) Years</u> <u>Payment Option</u>	<u>Termination</u> <u>Factor</u>	<u>Twenty (20) Years</u> <u>Payment Option</u>	<u>Termination</u> <u>Factor</u>
1	1.1961	1	1.1961
2	1.0324	2	1.0850
3	0.9489	3	1.0582
4	0.8590	4	1.0293
5	0.7621	5	0.9982
6	0.6576	6	0.9646
7	0.5450	7	0.9285
8	0.4237	8	0.8895
9	0.2929	9	0.8475
10	0.1519	10	0.8023
>10	0.0000	11	0.7535
		12	0.7009
		13	0.6443
		14	0.5832
		15	0.5174
		16	0.4465
		17	0.3700
		18	0.2876
		19	0.1988
		20	0.1031
		>20	0.0000

WILLFUL DAMAGE:

In the event of willful damage to these facilities, FPL will provide the initial repair of each installed item at its expense. Upon the second occurrence of willful damage, and subsequent occurrence to these FPL-owned facilities, the Customer will be responsible for the cost for repair or replacement.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service", the provision of this schedule shall apply.

OUTDOOR LIGHTING

RATE SCHEDULE OL-1

AVAILABLE:

In all territory served.

APPLICATION:

For year-round outdoor security lighting of yards, walkways and other areas. Lights to be served hereunder shall be at locations which are easily and economically accessible to Company vehicles and personnel for construction and maintenance.

It is intended that Company-owned security lights will be installed on existing Company-owned electric facilities, or short extension thereto, in areas where a street lighting system is not provided or is not sufficient to cover the security lighting needs of a particular individual or location. Where more extensive security lighting is required, such as for large parking lots or other commercial areas, the Customer will provide the fixtures, supports and connecting wiring; the Company will connect to the Customer's system and provide the services indicated below.

SERVICE:

Service includes lamp renewals, energy from approximately dusk each day until approximately dawn the following day, and maintenance of Company-owned facilities. The Company will replace all burned-out lamps and will maintain its facilities during regular daytime working hours as soon as practicable following notification by the Customer that such work is necessary. The Company shall be permitted to enter the Customer's premises at all reasonable times for the purpose of inspecting, maintaining, installing and removing any or all of its equipment and facilities.

The Company, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

LIMITATION OF SERVICE:

This schedule is not available for service normally supplied on the Company's standard street lighting schedules. Company-owned facilities will be installed only on Company-owned poles. Customer-owned facilities will be installed only on Customer-owned poles. Overhead conductors will not be installed in any area designated as an underground distribution area, or any area, premises or location served from an underground source. Customer must have an active house or premise account associated with this service. Stand-by or resale service not permitted hereunder.

MONTHLY RATE:

Luminaire Type	Lamp Size		KWH/Mo. Estimate	Charge for Company-Owned Unit (\$)				Charge for Customer-Owned Unit (\$)	
	Initial Lumens/Watts			Fixtures	Maintenance	Energy Non-Fuel	Total	Relamping/ Energy	Only
High Pressure Sodium Vapor	6,300	70	29	\$5.38	\$2.03	\$0.95	\$8.36	\$2.93	\$0.95
" "	9,500	100	41	\$5.49	\$2.03	\$1.34	\$8.86	\$3.32	\$1.34
" "	16,000	150	60	\$5.68	\$2.07	\$1.96	\$9.71	\$3.97	\$1.96
" "	22,000	200	88	\$8.26	\$2.65	\$2.88	\$13.79	\$5.47	\$2.88
" "	50,000	400	168	\$8.81	\$2.61	\$5.49	\$16.91	\$8.03	\$5.49
" " *	12,000	150	60	\$5.68	\$2.07	\$1.96	\$9.71	\$4.26	\$1.96
Mercury Vapor *	6,000	140	62	\$4.13	\$1.81	\$2.03	\$7.97	\$3.80	\$2.03
" " *	8,600	175	77	\$4.15	\$1.81	\$2.52	\$8.48	\$4.29	\$2.52
" " *	21,500	400	160	\$6.80	\$2.55	\$5.23	\$14.58	\$7.72	\$5.23

\*\* The non-fuel energy charge is 3.270¢ per kWh.

(Continued on Sheet No. 8.726)

(Continued from Sheet No. 8.725)

Charges for other Company-owned facilities:

Wood pole and span of conductors:	\$11.84
Concrete pole and span of conductors:	\$16.00
Fiberglass pole and span of conductors:	\$18.80
Steel pole used only for the street lighting system *	\$16.00
Underground conductors (excluding trenching)	\$0.091 per foot
Down-guy, Anchor and Protector	\$10.77

For Customer-owned outdoor lights, where the Customer contracts to relamp at no cost to FPL, the monthly rate for non-fuel energy shall be 3.270¢ per kWh of estimated usage of each unit plus adjustments.

Conservation Charge	See Sheet No. 8.030.1
Capacity Payment Clause	See Sheet No. 8.030.1
Environmental Charge	See Sheet No. 8.030.1
Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.032

SPECIAL PROVISION:

Where the Company provides facilities other than those listed above, the monthly charges, as applicable shall be computed as follows:

Facilities Charge:	1.63% of the Company's average installed cost of the pole, light fixture, or both.
Maintenance Charge:	FPL shall use the maintenance charges in this tariff for fixtures that fall under the special provision based on wattage. If a special provision fixture falls between two wattages, the maintenance charge will be averaged between two existing wattages.
Non-Fuel Energy Charge:	3.270 ¢/kWh

TERM OF SERVICE:

Not less than one year. In the event the Company installs any facilities for which there is an added monthly charge, the Term of Service shall be for not less than three years.

If the Customer terminates service before the expiration of the initial term of the agreement, the Company may require reimbursement for the total expenditures made to provide such service, plus the cost of removal of the facilities installed less the salvage value thereof, and less credit for all monthly payments made for Company-owned facilities.

WILLFUL DAMAGE:

In the event of willful damage to these facilities, FPL will provide the initial repair of each installed item at its expense. Upon the second occurrence of willful damage, and subsequent occurrence to these FPL-owned facilities, the Customer will be responsible for the cost for repair or replacement.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service", the provision of this schedule shall apply.

COMPANY-OWNED FACILITIES:

Company-owned luminaires normally will be mounted on Company's existing distribution poles and served from existing overhead wires. The Company will provide one span of secondary conductor from existing secondary facilities to a Company-owned light at the Company's expense. When requested by the Customer, and at the option of the Company, additional spans of wire or additional poles or underground conductors may be installed by the Company upon agreement by the Customer to use the facilities for a minimum of three years and pay each month the charges specified under MONTHLY RATE.

MONTHLY RATE

The Customer will make a lump sum payment for the cost of changes in the height of existing poles or the installation of additional poles in the Company's distribution lines or the cost of any other facilities required for the installation of lights to be served hereunder.

(Continued on Sheet No. 8.727)



(Continued from Sheet No. 8.726)

At the Customer request, the Company will upgrade to a higher level of illumination without a service charge when the changes are consistent with good engineering practices. The Customer will pay the Company the net costs incurred in making other lamp size changes. In all cases where luminaires are replaced, the Customer will sign a new service agreement. Billing on the rate for the new luminaire or lamp size will begin as of the next regular billing date. A luminaire may be relocated at the Customer's request upon payment by the Customer of the costs of removal and reinstallation.

The Company will not be required to install equipment at any location where the service may be objectionable to others. If it is found after installation that the light is objectionable, the Company may terminate the service.

When the Company relocates or removes its facilities to comply with governmental requirements, or for any other reason, either the Company or the Customer shall have the right, upon written notice, to discontinue service hereunder without obligation or liability.

SPECIAL CONDITIONS:

Customers whose lights are turned off during sea turtle nesting season will receive a credit equal to the fuel charges associated with the fixtures that are turned off.

CUSTOMER-OWNED FACILITIES:

Customer-owned luminaires and other facilities will be of a type and design specified by the Company to permit servicing and lamp replacement at no abnormal cost. The Customer will provide all poles, fixtures, initial lamps and controls, and circuits up to the point of connection to the Company's supply lines, and an adequate support for the Company-owned service conductors.

The Company will provide an overhead service drop from its existing secondary conductors to the point of service designated by the Company for Customer-owned lights. Underground service conductors will be installed in lieu of the overhead conductors at the Customer's request, and upon payment by the Customer of the installed cost of the underground conductors after allowance for the cost of equivalent overhead service conductors and any trenching and backfilling provided by the Customer.

DEFINITIONS:

A "Luminaire," as defined by the Illuminating Engineering Society, is a complete lighting unit consisting of a lamp (bulb), together with parts designed to distribute the light, to position and protect the lamp, and connect the lamp to the power supply.

A "Conventional" luminaire is supported by a bracket that is mounted on the side of an ordinary wood pole or an ornamental pole. This is the only type of luminaire offered where service is to be supplied from overhead conductors, although this luminaire may also be used when service is supplied from underground conductors.

A "Contemporary" luminaire is of modern design and is mounted on top of an ornamental pole. Underground conductors are required.

A "Traditional" luminaire resembles an Early American carriage lantern and is mounted on top of a pole. It requires an ornamental pole and underground conductors to a source of supply.

An "Ornamental" pole is one made of concrete or fiberglass.

TRAFFIC SIGNAL SERVICERATE SCHEDULE: SL-2AVAILABLE:

In all territory served.

APPLICATION:

Service for traffic signal lighting where the signal system and the circuit to connect with Company's existing supply lines are installed, owned and maintained by Customer and were active prior to January 1, 2017.

SERVICE:

Single phase, 60 hertz and approximately 120/240 volts or higher, at Company's option.

MONTHLY RATE:

## Non-Fuel Energy Charges:

Base Energy Charge	5.015 ¢ per kWh
Conservation Charge	See Sheet No. 8.030.1
Capacity Payment Charge	See Sheet No. 8.030.1
Environmental Charge	See Sheet No. 8.030.1

## Additional Charges:

Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.032

Minimum: \$3.43 at each point of delivery.

Note: During the initial installation period of facilities:

- Lights and facilities in service for 15 days or less will not be billed;
- Lights and facilities in service for 16 days or more will be billed for a full month.

CALCULATED USAGE:

The Calculated Usage at each point of delivery shall be determined by operating tests or utilization of manufacturers' ratings and specifications. The monthly operation shall be based on a standard of 730 hours; however, that portion of the operation which is on a noncontinuous basis shall be adjusted to reflect such operation.

TERM OF SERVICE:

Not less than one (1) billing period.

NOTICE OF CHANGES:

The Customer shall notify the Company at least 30 days prior to any change in rating of the equipment served or the period of operation.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

TRAFFIC SIGNAL METERED SERVICERATE SCHEDULE: SL-2MAVAILABLE:

In all territory served.

APPLICATION:

Service for traffic signal lighting where the signal system and the circuit to connect with Company's existing supply lines are installed, owned and maintained by Customer.

SERVICE:

Single phase, 60 hertz and approximately 120/240 volts or higher, at Company's option.

MONTHLY RATE:

Customer Charge:	\$6.38
Non-Fuel Energy Charges:	
Base Energy Charge	4.873 ¢ per kWh
Conservation Charge	See Sheet No. 8.030.1
Capacity Payment Charge	See Sheet No. 8.030.1
Environmental Charge	See Sheet No. 8.030.1
Additional Charges:	
Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.032
Minimum:	\$6.38

TERM OF SERVICE:

Not less than one (1) year.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

LED LIGHTINGRATE SCHEDULE: LT-1AVAILABLE:

In specific territories served, upon request of the entity that has jurisdiction over the area being lighted. Contact FPL for available installation territories.

APPLICATION:

For the purpose of lighting streets whether public or private, roadways, and common areas, other than individual residential locations. This includes but is not limited to parking lots, homeowners association common areas, or parks.

TYPE OF INSTALLATION:

FPL-owned fixtures normally will be mounted on poles of FPL's existing distribution system and served from overhead wires. On request of the Customer, FPL will provide special poles or underground wires at the charges specified below. FPL, at its discretion, may offer the customer the option of FPL-owned fixtures attached to poles owned by the customer.

SERVICE:

Service includes energy from dusk each day until dawn the following day and maintenance of FPL-owned Lighting Systems. Maintenance includes replacement or repair of any circuit component to assure the facilities are operational and safe.

LIMITATION OF SERVICE:

Stand-by or resale service is not permitted hereunder.

CUSTOMER CONTRIBUTIONS:

A Contribution-in-Aid-of-Construction (CIAC) will be required for:

- a) the differential cost between employing rapid construction techniques in trenching, backfilling and pole installation work where no obstructions exist, and the added cost to overcome obstructions such as sprinkler systems, paved surfaces (such as sidewalks, curbs, gutters, and roadways), landscaping, sodding and other obstructions encountered along the Lighting System installation route, including repair and replacement. If the Customer elects to perform work such as trenching and restoration, they will be reimbursed by FPL with a credit (not to exceed the total CIAC cost) for the value of this work as determined by FPL;
- b) the installation cost of any new overhead distribution facilities and/or the cost of alterations to existing distribution facilities which are required in order to serve the Lighting System less four (4) times the additional annual non-fuel energy revenue generated by the installation or alteration of the Lighting System, plus where underground facilities are installed, the differential installation cost between underground and overhead distribution facilities.

These costs shall be paid by the Customer prior to the initiation of any construction work by FPL. The Customer shall also pay any additional costs associated with design modifications requested after the original estimate has been made.

(Continued on Sheet No. 8.736)

(Continued from Sheet No. 8.735)

**REMOVAL OF FACILITIES:**

If FPL owned Lighting facilities are removed either by Customer request or termination or breach of the agreement, the customer will pay the fixture, pole, and conductor charges for the period remaining on the currently active term of service plus the cost to remove the facilities. **These charges do not apply to street light conversions from FPL owned facilities covered under SL-1 to FPL owned LED facilities under this tariff.** In all cases, should the Customer request termination of the agreement, such termination will require written notice 90 days prior to the date of termination.

**Conversion of FPL Owned Streetlights (SL-1 facilities) to LED:**

For customers converting Street Lights as per FPL’s SL-1 Street Lighting Tariff paying the LED Conversion Recovery charge, there will be no charges for the fixtures being removed. Any other charges for relocation or replacement of FPL owned facilities would still apply.

**CHANGE IN FIXTURE SIZE OR TYPE:**

At the Customer's request, the Company will upgrade to a higher level of illumination when the changes are consistent with good engineering practices. The customer will pay the original installed cost of the removed fixtures, less any salvage value and depreciation, plus removal costs and will receive a credit for 4 years additional revenue generated by the larger fixtures. If changes are required to the distribution system to support the larger lights, standard CIAC charges as described on sheet 8.735 will also apply. The Customer will pay the Company the net costs incurred in making other fixture changes. Customers converting HPSV fixtures to LED and paying the LED Conversion Recovery Charge will not be charged for the fixtures being removed, as noted in the preceding paragraph. In all cases where luminaires are replaced, the Customer will sign a new service agreement. Billing on the rate for the new luminaire or lamp size will begin as of the next regular billing date. A luminaire may be relocated at the Customer's request upon payment by the Customer of the full cost of removal and reinstallation.

**MONTHLY RATES for LED Fixtures\*:**

Energy Tier	Charge	Fixture Tier														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
A	\$ -	1.50	4.50	7.50	10.50	13.50	16.50	19.50	22.50	25.50	28.50	31.50	34.50	37.50	40.50	43.50
B	\$ 0.20	1.70	4.70	7.70	10.70	13.70	16.70	19.70	22.70	25.70	28.70	31.70	34.70	37.70	40.70	43.70
C	\$ 0.40	1.90	4.90	7.90	10.90	13.90	16.90	19.90	22.90	25.90	28.90	31.90	34.90	37.90	40.90	43.90
D	\$ 0.60	2.10	5.10	8.10	11.10	14.10	17.10	20.10	23.10	26.10	29.10	32.10	35.10	38.10	41.10	44.10
E	\$ 0.80	2.30	5.30	8.30	11.30	14.30	17.30	20.30	23.30	26.30	29.30	32.30	35.30	38.30	41.30	44.30
F	\$ 1.00	2.50	5.50	8.50	11.50	14.50	17.50	20.50	23.50	26.50	29.50	32.50	35.50	38.50	41.50	44.50
G	\$ 1.20	2.70	5.70	8.70	11.70	14.70	17.70	20.70	23.70	26.70	29.70	32.70	35.70	38.70	41.70	44.70
H	\$ 1.40	2.90	5.90	8.90	11.90	14.90	17.90	20.90	23.90	26.90	29.90	32.90	35.90	38.90	41.90	44.90
I	\$ 1.60	3.10	6.10	9.10	12.10	15.10	18.10	21.10	24.10	27.10	30.10	33.10	36.10	39.10	42.10	45.10
J	\$ 1.80	3.30	6.30	9.30	12.30	15.30	18.30	21.30	24.30	27.30	30.30	33.30	36.30	39.30	42.30	45.30
K	\$ 2.00	3.50	6.50	9.50	12.50	15.50	18.50	21.50	24.50	27.50	30.50	33.50	36.50	39.50	42.50	45.50
L	\$ 2.20	3.70	6.70	9.70	12.70	15.70	18.70	21.70	24.70	27.70	30.70	33.70	36.70	39.70	42.70	45.70
M	\$ 2.40	3.90	6.90	9.90	12.90	15.90	18.90	21.90	24.90	27.90	30.90	33.90	36.90	39.90	42.90	45.90
N	\$ 2.60	4.10	7.10	10.10	13.10	16.10	19.10	22.10	25.10	28.10	31.10	34.10	37.10	40.10	43.10	46.10
O	\$ 2.80	4.30	7.30	10.30	13.30	16.30	19.30	22.30	25.30	28.30	31.30	34.30	37.30	40.30	43.30	46.30
P	\$ 3.00	4.50	7.50	10.50	13.50	16.50	19.50	22.50	25.50	28.50	31.50	34.50	37.50	40.50	43.50	46.50
Q	\$ 3.20	4.70	7.70	10.70	13.70	16.70	19.70	22.70	25.70	28.70	31.70	34.70	37.70	40.70	43.70	46.70
R	\$ 3.40	4.90	7.90	10.90	13.90	16.90	19.90	22.90	25.90	28.90	31.90	34.90	37.90	40.90	43.90	46.90
S	\$ 3.60	5.10	8.10	11.10	14.10	17.10	20.10	23.10	26.10	29.10	32.10	35.10	38.10	41.10	44.10	47.10
T	\$ 3.80	5.30	8.30	11.30	14.30	17.30	20.30	23.30	26.30	29.30	32.30	35.30	38.30	41.30	44.30	47.30
U	\$ 4.00	5.50	8.50	11.50	14.50	17.50	20.50	23.50	26.50	29.50	32.50	35.50	38.50	41.50	44.50	47.50
V	\$ 4.20	5.70	8.70	11.70	14.70	17.70	20.70	23.70	26.70	29.70	32.70	35.70	38.70	41.70	44.70	47.70
W	\$ 4.40	5.90	8.90	11.90	14.90	17.90	20.90	23.90	26.90	29.90	32.90	35.90	38.90	41.90	44.90	47.90
X	\$ 4.60	6.10	9.10	12.10	15.10	18.10	21.10	24.10	27.10	30.10	33.10	36.10	39.10	42.10	45.10	48.10
Y	\$ 4.80	6.30	9.30	12.30	15.30	18.30	21.30	24.30	27.30	30.30	33.30	36.30	39.30	42.30	45.30	48.30
Z	\$ 5.00	6.50	9.50	12.50	15.50	18.50	21.50	24.50	27.50	30.50	33.50	36.50	39.50	42.50	45.50	48.50
AA	\$ 5.20	6.70	9.70	12.70	15.70	18.70	21.70	24.70	27.70	30.70	33.70	36.70	39.70	42.70	45.70	48.70
BB	\$ 5.40	6.90	9.90	12.90	15.90	18.90	21.90	24.90	27.90	30.90	33.90	36.90	39.90	42.90	45.90	48.90
CC	\$ 5.60	7.10	10.10	13.10	16.10	19.10	22.10	25.10	28.10	31.10	34.10	37.10	40.10	43.10	46.10	49.10
DD	\$ 5.80	7.30	10.30	13.30	16.30	19.30	22.30	25.30	28.30	31.30	34.30	37.30	40.30	43.30	46.30	49.30
EE	\$ 6.00	7.50	10.50	13.50	16.50	19.50	22.50	25.50	28.50	31.50	34.50	37.50	40.50	43.50	46.50	49.50

\* Catalog of available fixtures and the assigned billing tier for each can be viewed at [www.FPL.com/partner/builders/lighting.html](http://www.FPL.com/partner/builders/lighting.html)

(Continued on Sheet No. 8.737)

(Continued from Sheet No. 8.736)

Maintenance per Fixture (FPL Owned Fixture and Pole)	\$1.29
Maintenance per Fixture for FPL Fixtures on Customer Pole	\$1.03
LED Conversion Recovery	\$1.87

Notes:

The non-fuel energy charge is 3.063¢ per kWh.  
 Bills rendered based on "Total" charge. Unbundling of charges is not permitted.

Charges for other FPL-owned facilities:

Wood pole used only for the street lighting system	\$5.24
Standard Concrete pole used only for the street lighting system	\$7.16
Round Fiberglass pole used only for the street lighting system	\$8.48
Decorative Tall Fiberglass pole used only for the street lighting system	\$17.89
Decorative Concrete pole used only for the street lighting system	\$14.53
Underground conductors	4.053 ¢ per foot

SPECIAL PROVISIONS:

Where the Company provides poles other than those listed above, the monthly charges, as applicable shall be computed as follows:

Facilities Charge: 1.63% of the Company's average installed cost of the pole.

BILLING

During the initial installation period:

- Facilities in service for 15 days or less will not be billed;
- Facilities in service for 16 days or more will be billed for a full month.

WILLFUL DAMAGE:

Upon the second occurrence of willful damage to any FPL-owned facilities, the Customer will be responsible for the cost incurred for repair or replacement. If the lighting fixture is damaged, based on prior written instructions from the Customer, FPL will:

- a) If a commercially available and FPL approved device exists, install a protective shield. The Customer shall pay \$280.00 for the shield plus all associated costs. However, if the Customer chooses to have the shield installed before the second occurrence, the Customer shall only pay the cost of the shield; or
- b) Replace with a like unshielded fixture. For this, and each subsequent occurrence, the Customer shall pay the estimated costs of the replacement fixture; or
- c) Terminate service to the fixture. In this case, the lighting facilities will be removed from the field and from billing; the customer will pay the lighting facilities charges for the remaining period of the currently active term of service plus the cost to remove the facilities.

Option selection shall be made by the Customer in writing and apply to all fixtures which FPL has installed on the Customer's behalf on the same account. Selection changes may be made by the Customer at any time and will become effective ninety (90) days after written notice is received.

(Continued on Sheet No. 8.738)

(Continued from Sheet No. 8.737)

OTHER CHARGES

Conservation Charge	See Sheet No. 8.030.1
Capacity Payment Charge	See Sheet No. 8.030.1
Environmental Charge	See Sheet No. 8.030.1
Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.032

SPECIAL CONDITIONS:

Customers whose lights are turned off during sea turtle nesting season will receive a credit equal to the fuel charges associated with the fixtures that are turned off.

TERM OF SERVICE:

Initial term of ten (10) years with automatic, successive five (5) year extensions unless terminated in writing by either FPL or the Customer at least ninety (90) days prior to the current term's expiration. Term of service begins upon execution of the LED Lighting Agreement.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service", the provision of this schedule shall apply.

RECREATIONAL LIGHTING

(Closed Schedule)

RATE SCHEDULE: RL-1AVAILABLE:

In all territory served. Available to any customer, who, as of January 16, 2001, was either taking service pursuant to this schedule or had a fully executed Recreational Lighting Agreement with the Company.

APPLICATION:

For FPL-owned facilities for the purpose of lighting community recreational areas. This includes, but is not limited to, baseball, softball, football, soccer, tennis, and basketball.

SERVICE:

Service will be metered and will include lighting installation, lamp replacement and facilities maintenance for FPL-owned lighting systems.

The Company, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

LIMITATION OF SERVICE:

Installation shall be made only when, in the judgement of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance.

Stand-by, non-firm, or resale service is not permitted hereunder.

TERM OF SERVICE:

The term of service is (20) twenty years. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement costs. The Company will retain ownership of these facilities.

FACILITIES PAYMENT OPTION:

The Customer will pay for the facilities in a lump sum in advance of construction. The amount will be the Company's total work order cost for these facilities times the Present Value Revenue Requirement (PVRR) multiplier of 1.1961. Monthly Maintenance and energy charges will apply for the term of service.

FACILITIES SELECTION:

Facilities selection shall be made by the Customer in writing by executing the Company's Recreational Lighting Agreement.

(Continued on Sheet No. 8.744)



(Continued from Sheet No. 8.743)

MONTHLY RATE :

Facilities:

Paid in full:	Monthly rate is zero.
10 years payment option:	1.364% of total work order cost.*
20 years payment option:	0.926% of total work order cost.*

\* Both (10) ten and (20) twenty year payment options are closed to new service, and are only available for the duration of the term of service of those customers that have fully executed a Recreational Lighting Agreement with the Company before January 16, 2001.

Maintenance: FPL's estimated costs of maintaining lighting facilities.

Billing: FPL reserves the right to assess a charge for the recovery of any dedicated billing system developed solely for this rate.

Charge Per Month: Company's otherwise applicable general service rate schedule.

Conservation Charge See Sheet No. 8.030.1

Capacity Payment Charge See Sheet No. 8.030.1

Environmental Charge See Sheet No. 8.030.1

Fuel Charge See Sheet No. 8.030.1

Storm Charge See Sheet No. 8.040

Franchise Fee See Sheet No. 8.031

Tax Clause See Sheet No. 8.032

MINIMUM MONTHLY BILL:

As provided in the otherwise applicable rate schedule, plus the Facilities Maintenance and Billing charges.

(Continued on Sheet No. 8.745)

(Continued from Sheet No. 8.744)

EARLY TERMINATION:

If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Recreational Lighting Agreement by giving at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the following Termination Factors to the installed cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment.

FPL may also charge the Customer for the cost to the utility for removing the facilities.

<u>Ten (10) Years</u> <u>Payment Option</u>	<u>Termination</u> <u>Factor</u>	<u>Twenty (20) Years</u> <u>Payment Option</u>	<u>Termination</u> <u>Factor</u>
1	1.1961	1	1.1961
2	1.0324	2	1.0850
3	0.9489	3	1.0582
4	0.8590	4	1.0293
5	0.7621	5	0.9982
6	0.6576	6	0.9646
7	0.5450	7	0.9285
8	0.4237	8	0.8895
9	0.2929	9	0.8475
10	0.1519	10	0.8023
>10	0.0000	11	0.7535
		12	0.7009
		13	0.6443
		14	0.5832
		15	0.5174
		16	0.4465
		17	0.3700
		18	0.2876
		19	0.1988
		20	0.1031
		>20	0.0000

WILLFUL DAMAGE:

In the event of willful damage to these facilities, FPL will provide the initial repair of each installed item at its expense. Upon the second occurrence of willful damage, and subsequent occurrence to these FPL-owned facilities, the Customer will be responsible for the cost for repair or replacement.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service", the provision of this schedule shall apply.

STANDBY AND SUPPLEMENTAL SERVICE

RATE SCHEDULE: SST-1

AVAILABLE:

In all territory served by the Company. Service under this rate schedule is on a customer by customer basis subject to the completion of arrangements necessary for implementation.

APPLICATION:

For electric service to any Customer, at a point of delivery, whose electric service requirements for the Customer's load are supplied or supplemented from the Customer's generation equipment at that point of service and require standby and/or supplemental service. For purposes of determining applicability of this rate schedule, the following definitions shall be used:

- (1) "Standby Service" means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by the Customer's own generation equipment during periods of either scheduled (maintenance) or unscheduled (backup) outages of all or a portion of the Customer's generation.
- (2) "Supplemental Service" means electric energy or capacity supplied by the Company in addition to that which is normally provided by the Customer's own generation equipment.

A Customer is required to take service under this rate schedule if the Customer's total generation capacity is more than 20% of the Customer's total electrical load and the Customer's generators are not for emergency purposes only.

Customers taking service under this rate schedule shall enter into a Standby and Supplemental Service Agreement ("Agreement"); however, failure to execute such an agreement will not pre-empt the application of this rate schedule for service.

SERVICE:

Three phase, 60 hertz, and at the available standard voltage. All service supplied by the Company shall be furnished through one metering point. Resale of service is not permitted hereunder.

Transformation Rider - TR, Sheet No. 8.820, does not apply to Standby Service.

MONTHLY RATE:

STANDBY SERVICE

Delivery Voltage:	<u>Below 69 kV</u>			<u>69kV &amp; Above</u>
Contract Standby Demand:	<u>SST-1(D1)</u> <u>Below 500 kW</u>	<u>SST-1(D2)</u> <u>500 to 1,999 kW</u>	<u>SST-1(D3)</u> <u>2,000 kW &amp; Above</u>	<u>SST-1(T)</u> <u>All Levels</u>
Customer Charge:	\$132.74	\$132.74	\$451.32	\$1,913.84
Demand Charges:				
Base Demand Charges:				
Distribution Demand Charge per kW of Contract Standby Demand	\$3.18	\$3.18	\$3.18	N/A
Reservation Demand Charge per kW	\$1.57	\$1.57	\$1.57	\$1.43
Daily Demand Charge per kW for each daily maximum On-Peak Standby Demand	\$0.76	\$0.76	\$0.76	\$0.45
Capacity Payment and Conservation Charges	See Sheet No. 8.030.1			

(Continued on Sheet No. 8.751)

(Continued from Sheet No. 8.750)

Delivery Voltage:	<u>Below 69 kV</u>			<u>69 kV &amp; Above</u>
	<u>SST-1(D1)</u>	<u>SST-1(D2)</u>	<u>SST-1(D3)</u>	<u>SST-1(T)</u>
Contract Standby Demand:	<u>Below 500 kW</u>	<u>500 to 1,999 kW</u>	<u>2,000 kW &amp; Above</u>	<u>All Levels</u>
Non-Fuel Energy Charges:				
Base Energy Charges:				
On-Peak Period charge per kWh	0.756 ¢	0.756 ¢	0.756 ¢	0.753 ¢
Off-Peak Period charge per kWh	0.756 ¢	0.756 ¢	0.756 ¢	0.753 ¢
Environmental Charge	See Sheet No. 8.030.1			
Additional Charges:				
Fuel Charge	See Sheet No. 8.030.1			
Storm Charge	See Sheet No. 8.040			
Franchise Fee	See Sheet No. 8.031			
Tax Clause	See Sheet No. 8.032			

Minimum: The Customer Charge plus the Base Demand Charges.

DEMAND CALCULATION:

The Demand Charge for Standby Service shall be (1) the charge for Distribution Demand **plus** (2) the greater of the sum of the Daily Demand Charges **or** the Reservation Demand Charge times the maximum On-Peak Standby Demand actually registered during the month **plus** (3) the Reservation Demand Charge times the difference between the Contract Standby Demand and the maximum On-Peak Standby Demand actually registered during the month.

SUPPLEMENTAL SERVICE

Supplemental Service shall be the total power supplied by the Company minus the Standby Service supplied by the Company during the same metering period. The charge for all Supplemental Service shall be calculated by applying the applicable retail rate schedule, excluding the customer charge.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

CONTRACT STANDBY DEMAND:

The level of Customer's generation requiring Standby Service as specified in the Agreement. This Contract Standby Demand will not be less than the maximum load actually served by the Customer's generation during the current month or prior 23-month period less the amount specified as the Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment. For a Customer receiving only Standby Service as identified under Special Provisions, the Contract Standby Demand shall be maximum load actually served by the Company during the current month or prior 23-month period.

A Customer's Contract Standby Demand may be re-established to allow for the following adjustments:

1. Demand reduction resulting from the installation of FPL Demand Side Management Measures or FPL Research Project efficiency measures; or

(Continued on Sheet No. 8.752)

(Continued from Sheet No. 8.751)

2. Demand reductions resulting from the installation of other permanent and quantifiable efficiency measures, upon verification by FPL; or
3. Permanent changes to customer facilities that result in a permanent loss of electric load, including any fuel substitution resulting in permanently reduced electricity consumption, upon verification by FPL.

The re-established Contract Standby Demand shall be the higher of the actual Contract Standby Demand calculated in the next billing period following the Customer's written request or the prior Contract Standby Demand minus the calculated demand reduction. Requests to re-establish the Contract Standby Demand may be processed up to twice per calendar year when more than one efficiency measure is installed or where the same efficiency measure is installed in phases.

STANDBY DEMAND:

When the Customer's generation is less than the minimum normal operating level as specified in the Agreement, the Standby Demand is the lesser of (1) the Contract Standby Demand minus the Customer's load being served by the Customer's generation, but not less than zero, or (2) the level of Demand being supplied by the Company.

DEMAND:

Demand is the kw to the nearest whole kw, as determined by the Company's time of use metering equipment for a 30-minute period as adjusted for power factor.

TERM OF SERVICE:

Not less than five years. The Customer shall give the Company at least five years written notice before the Customer may transfer from service under this rate schedule to an applicable retail rate schedule. Transfers, with less than five years written notice, to an applicable retail rate schedule may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company, and the Company's other ratepayers.

SPECIAL PROVISIONS:

The Customer will allow the Company to make all necessary arrangements to meter (1) the amounts of demand and energy supplied by the Company, (2) the gross demand and energy output of the Customer's generation equipment and, if the Customer is interconnected and operating electric generating equipment in parallel with the Company's system, (3) the capacity and energy supplied to the Company by the Customer's generation equipment. The Company shall provide and the Customer shall be required to pay the installation, operation and maintenance costs incurred by the Company for the metering equipment required in (2) and (3) described above. The Company shall retain ownership of all metering equipment.

Where the Customer and the Company agree that the Customer's service requirements are totally standby or totally supplemental, the Company shall bill the Customer accordingly and not require Company metering of the gross demand and energy output of the Customer's generation equipment provided that where only Standby Service is taken, (1) the Customer and the Company agree to the maximum amount of Standby Service to be provided by the Company and (2) the Customer agrees to and provides to the Company such data and information from the Customer's generating equipment from its own metering as is necessary to permit analysis and reporting of the load and usage characteristics of Standby and Supplemental Service.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service," the provision of this schedule shall apply.

INTERRUPTIBLE STANDBY AND SUPPLEMENTAL SERVICE  
 (OPTIONAL)

RATE SCHEDULE: ISST-1

AVAILABLE:

In all territory served by the Company. Service under this rate schedule is on a customer by customer basis subject to the completion of arrangements necessary for implementation.

LIMITATION OF AVAILABILITY:

This schedule may be modified or withdrawn subject to determinations made under Commission Rule 25-6.0438, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination.

APPLICATION:

A Customer who is eligible to receive service under the Standby and Supplemental Service (SST-1) rate schedule may, as an option, take service under this rate schedule, unless the Customer has entered into a contract to sell firm capacity and/or energy to the Company, and the Customer cannot restart its generation equipment without power supplied by the Company, in which case the Customer may only receive Standby and Supplemental Service under the Company's SST-1 rateschedule.

Customers taking service under this rate schedule shall enter into an Interruptible Standby and Supplemental Service Agreement ("Agreement"). This interruptible load shall not be served on a firm service basis until service has been terminated under this rate schedule.

SERVICE:

Three phase, 60 hertz, and at the available standard voltage.

A designated portion of the Customer's load served under this schedule is subject to interruption by the Company. Transformation Rider-TR, where applicable, shall only apply to the Customer's Contract Standby Demand for delivery voltage below 69 kV. Resale of service is not permitted hereunder.

MONTHLY RATE:

STANDBY SERVICE

Delivery Voltage:

	<u>Distribution</u> <u>Below 69 kV</u> <u>ISST-1(D)</u>	<u>Transmission</u> <u>69 kV &amp; Above</u> <u>ISST-1(T)</u>
Customer Charge:	\$451.32	\$1,913.84
Demand Charges:		
Base Demand Charges:		
Distribution Demand Charge per kW of Contract Standby Demand	\$3.18	N/A
Reservation Demand Charge per kW of Interruptible Standby Demand	\$0.27	\$0.31
Reservation Demand Charge per kW of Firm Standby Demand	\$1.57	\$1.43
Daily Demand Charge per kW for each daily maximum On-Peak Interruptible Standby Demand	\$0.13	\$0.12
Daily Demand Charge per kW for each daily maximum On-Peak Firm Standby Demand	\$0.76	\$0.45
Capacity Payment and Conservation Charges	See Sheet No. 8.030.1	
Non-Fuel Energy Charges:		
Base Energy Charges:		
On-Peak Period charge per kWh	0.756 ¢	0.753 ¢
Off-Peak Period charge per kWh	0.756 ¢	0.753 ¢
Environmental Charge	See Sheet No. 8.030.1	

(Continued on Sheet No. 8.761)

(Continued from Sheet No. 8.760)

**Additional Charges:**

Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

Minimum: The Customer Charge plus the Base Demand Charges.

**DEMAND CALCULATION:**

The Demand Charge for Standby Service shall be:

- Distribution - (1) the charge for Distribution Demand **PLUS**
- Firm Service - (2) a) the greater of the sum of the Daily Firm Standby Demand Charges **OR** the Reservation Firm Standby Demand Charge times the maximum On-Peak Firm Standby Demand actually registered during the month **PLUS**
  - b) the Reservation Firm Standby Demand Charge times the difference between the Contract Firm Standby Demand and the maximum On-Peak Firm Standby Demand actually registered during the month **PLUS**
- Interruptible Service - (3) a) the greater of the sum of the Daily Interruptible Standby Demand Charges **OR** the Reservation Interruptible Standby Demand Charge times the maximum On-Peak Interruptible Standby Demand actually registered during the month **PLUS**
  - b) the Reservation Interruptible Standby Demand Charge times the difference between the Contract Interruptible Standby Demand and the maximum On-Peak Interruptible Standby Demand actually registered during the month.

**SUPPLEMENTAL SERVICE**

Supplemental Service shall be the total power supplied by the Company minus the Standby Service supplied by the Company during the same metering period. The charge for all Supplemental Service shall be calculated by applying the otherwise applicable rate schedule, excluding the customer charge.

If all or a portion of a Customer's Supplemental Service is Interruptible, then Supplemental Service will be provided pursuant to Rate Schedule CILC-1 or the Commercial/Industrial Demand Reduction Rider.

**INTERRUPTION:**

**Interruption Condition:**

The Customer's interruptible load served under this rate schedule is subject to interruption when such interruption alleviates any emergency conditions or capacity shortages, either power supply or transmission, or whenever system load, actual or projected, would otherwise require the peaking operation of the Company's generators. Peaking operation entails taking base loaded units, cycling units or combustion turbines above the continuous rated output, which may overstress the generators. These conditions will typically result in less than fifteen (15) interruption periods per year, will typically allow advance notice of four (4) hours or more prior to an interruption period and will typically result in interruption periods of four (4) hours' duration. The operating limits under this tariff are described below.

**Frequency:** The frequency of interruption will not exceed twenty-five (25) interruption periods per year.

**Notice:** The Company will provide one (1) hour's advance notice or more to a Customer prior to interrupting the Customer's interruptible load.

**Duration:** The duration of a single period of interruption will not exceed six (6) hours.

(Continued on Sheet No. 8.762)

(Continued from Sheet No. 8.761)

In the event of an emergency, such as a Generating Capacity Emergency (See Definitions) or a major disturbance, greater frequency, less notice, or longer duration than listed above may occur. If such an emergency develops, the Customer will be given 15 minutes' notice. Less than 15 minutes' notice may only be given in the event that failure to do so would result in loss of power to firm service customers or the purchase of emergency power to serve firm service customers. The Customer agrees that the Company will not be liable for any damages or injuries that may occur as a result of providing no notice or less than one (1) hour's notice.

Customer Responsibility:

The Company will interrupt the interruptible portion of the Customer's service for a one-hour period, once per year at a mutually agreeable time and date for testing purposes. Testing purposes include the testing of the interruption equipment to ensure that the load is able to be interrupted within the agreed specifications. If the Customer's load has been successfully interrupted during the previous 12 months, this test obligation will have been met.

The Customer shall be responsible for providing and maintaining the appropriate equipment required to allow the Company to electrically interrupt the Customer's load, as specified in the Agreement.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

DEMAND:

Demand is the kw to the nearest whole kw, as determined by the Company's time of use metering equipment for a 30-minute period as adjusted for power factor.

CONTRACT STANDBY DEMAND:

The level of Customer's load requiring Standby Service as specified in the Agreement. This Contract Standby Demand will not be less than the maximum load actually served by the Customer's generation during the current month or prior 23-month period less the amount specified as the Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generating equipment. For a Customer receiving only Standby Service as identified under Special Provisions, the Contract Standby Demand shall be the maximum load actually served by the Company during the current month or prior 23-month period.

A Customer's Contract Standby Demand may be re-established to allow for the following adjustments:

1. Demand reduction resulting from the installation of FPL Demand Side Management Measures or FPL Research Project efficiency measures; or
2. Demand reductions resulting from the installation of other permanent and quantifiable efficiency measures, upon verification by FPL; or
3. Permanent changes to customer facilities that result in a permanent loss of electric load, including any fuel substitution resulting in permanently reduced electricity consumption, upon verification by FPL.

The re-established Contract Standby Demand shall be the higher of the actual Contract Standby Demand calculated in the next billing period following the Customer's written request or the prior Contract Standby Demand minus the calculated demand reduction. Requests to re-establish the Contract Standby Demand may be processed up to twice per calendar year when more than one efficiency measure is installed or where the same efficiency measure is installed in phases.

STANDBY DEMAND:

When the Customer's generation is less than the minimum normal operating level as specified in the Agreement, the Standby Demand is the lesser of (1) the Contract Standby Demand minus the Customer's load being served by the Customer's generation, but not less than zero, or (2) the level of Demand being supplied by the Company.

FIRM STANDBY DEMAND:

The Customer's Firm Standby Demand shall be the lesser of the "Firm Standby Demand" level specified in the Customer's Agreement with the Company, or the highest Standby Demand. The level of "Firm Standby Demand" specified in the Agreement shall not be exceeded during the periods when the Company is interrupting the Customer's load.

(Continued on Sheet No. 8.763)



(Continued from Sheet No. 8.762)

INTERRUPTIBLE STANDBY DEMAND:

The Customer's Interruptible Standby Demand shall be the Customer's Standby Demand less the Customer's Firm Standby Demand.

INTERRUPTION PERIOD:

All hours established by the Company during a monthly billing period in which:

1. the Customer's load is interrupted, or
2. the Customer is billed pursuant to the Continuity of Service Provision.

EXCEPTIONS TO CHARGES FOR EXCEEDING FIRM DEMAND:

If the Customer exceeds the "Firm Standby Demand" during a period when the Company is interrupting load due to:

1. Force Majeure events (see Definitions) which are demonstrated to the satisfaction of the Company to have been beyond the Customer's control, or
2. maintenance of generation equipment necessary for interruption which is performed at a pre-arranged time and date mutually agreed to by the Company and the Customer (See Special Provisions), or
3. adding firm load that was not previously non-firm load to their facility, or
4. an event affecting local, state, or national security and space launch operations, within five (5) days prior to an impending launch,

then the Customer will not be required to pay the Charges for Exceeding Firm Demand during the period of such exceptions, but will be billed pursuant to the Continuity of Service Provision.

If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, then the Company will terminate service under this rate schedule as described in TERM OF SERVICE.

CHARGES FOR EXCEEDING FIRM STANDBY DEMAND:

If the Customer exceeds the "Firm Standby Demand" during a period when the Company is interrupting load for any reason other than those specified in Exceptions to Charges for Exceeding Firm Standby Demand, then the Customer will be:

1. billed the difference between the Reservation Demand Charge for Firm Standby Demand and the Reservation Demand Charge for Interruptible Standby Demand for the excess kw for the prior sixty (60) months or the number of months the Customer has been billed under the rate schedule, whichever is less, and
2. billed a penalty charge of \$1.14 per kw of excess kw for each month of rebilling.

Excess kw for rebilling and penalty charges is determined by taking the difference between the maximum demand during the Interruption Period and the Customer's "Firm Standby Demand". The Customer will not be rebilled or penalized twice for the same excess kw in the calculation described above.

TERM OF SERVICE:

Service under this Rate Schedule shall continue, subject to Limitation of Availability, until terminated by either the Company or the Customer upon written notice given at least five (5) years prior to termination.

Transfers, with less than five (5) years' written notice, to any firm retail rate schedule for which the Customer would qualify may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, the Customer may terminate the Agreement by giving thirty (30) days' advance written notice to the Company.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate this service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

In the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) the Customer transfers the interruptible portion of the Customer's load to "Firm Standby Demand" or to a firm or a curtailable service rate schedule without providing at least five (5) years' advance written notice, or

(Continued on Sheet No. 8.764)

(Continued from Sheet No. 8.763)

- c) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service or curtailable service rate schedule, or under this Rate Schedule with a shift from non-firm load to firm service,
- i) at a different location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite five (5) years' advance written notice,

then the Customer will be:

1. rebilled under Rate Schedule SST-1 for the shorter of (a) the most recent prior sixty (60) months during which the Customer was billed for service under this Rate Schedule, or (b) the number of months the Customer has been billed under this Rate Schedule, and
2. billed a penalty charge of \$1.14 per kW times the number of months rebilled in No. 1 above times the Contract Standby Demand.

Except as noted below:

If service under this schedule is terminated by the Customer for any reason, the Customer will not be rebilled as specified in paragraphs 1. and 2. above if:

- a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's ISST-1 Schedule or is in the best interests of the Customer, the Company, and the Company's other customers, or
- b. the Customer is required to transfer to another retail rate schedule as a result of Commission Rule 25-6.0438, F.A.C., or
- c. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility without continuing or establishing similar operations elsewhere in the Company's service area, or,
- d. any other Customer(s) with demand reduction equivalent to, or greater than, that of the existing Customer(s) agrees to take service under this Rate Schedule and the MW demand reduction commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) has(have) the equipment installed and is(are) available for interruption.

In the event the Customer pays the penalty charges because no replacement Customer(s) is(are) available as specified in paragraph d. above, but the replacement Customer(s) does(do) become available within 12 months from the date of termination of service under this Rate Schedule, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any load control periods which occur before the replacement Customer(s) became available.

SPECIAL PROVISIONS:

1. Interruption of the Customer's load shall be accomplished through the Company's load management systems by use of control circuits connected directly to the Customer's switching equipment.
2. The Customer shall grant the Company reasonable access for installing, maintaining, inspecting, testing and/or removing Company-owned interruption equipment.
3. It shall be the responsibility of the Customer to determine that all electrical equipment to be interrupted is in good repair and working condition. The Company will not be responsible for the repair, maintenance or replacement of the Customer's electrical equipment.
4. The Company is not required to install interruption equipment if the installation cannot be economically justified.
5. Billing under this Rate Schedule will commence after the installation, inspection and successful testing of the interruption equipment.
6. Maintenance of the Customer's generation equipment necessary for the implementation of load control will not be scheduled during periods where the Company projects that it would not be able to withstand the loss of its largest unit and continue to serve firm service customers.

(Continued on Sheet No. 8.765)

(Continued from Sheet No. 8.764)

The Customer will allow the Company to make all necessary arrangements to meter (1) the amounts of demand and energy supplied by the Company, (2) the gross demand and energy output of the Customer's generation equipment to the interruptible load served by the Customer and, if the Customer is interconnected and operating electric generating equipment in parallel with the Company's system, (3) the capacity and energy supplied to the Company by the Customer's generating equipment. The Company shall provide and the Customer shall be required to pay the installation, operation and maintenance costs incurred by the Company for the metering equipment required in (2) and (3) described above. The Company shall retain ownership of all metering equipment.

Where the Customer and the Company agree that the Customer's interruptible service requirements are totally standby or totally supplemental, the Company shall bill the Customer accordingly and not require Company metering of the gross demand and energy output of the Customer's generating equipment provided that where only Standby Service is taken, (1) the Customer and the Company agree to the maximum amount of interruptible standby service to be provided by the Company and (2) the Customer agrees to and provides to the Company such data and information from the Customer's generating equipment from its own metering as is necessary to permit analysis and reporting of the load and usage characteristics of Interruptible Standby and Supplemental Service.

#### CONTINUITY OF SERVICE PROVISION

In order to minimize the frequency and duration of interruptions requested under this rate schedule, the Company will attempt to obtain reasonably available additional capacity and/or energy during periods for which interruptions may be requested. The Company's obligation in this regard is no different than its obligation in general to purchase power to serve its Customers during a capacity shortage; in other words, the Company is not obligated to account for, or otherwise reflect in its generation planning and construction, the possibility of providing capacity and/or energy under this Continuity of Service Provision. Any non-firm customers so electing to receive capacity and/or energy which enable(s) the Company to continue service to the Customer's non-firm loads during these periods will be subject to the additional charges set forth below.

In the event a Customer elects not to have its non-firm load interrupted pursuant to this schedule, the Customer shall pay, in addition to the normal charges provided hereunder, a charge reflecting the additional costs incurred by the Company in continuing to provide service, less the applicable class fuel charge for the period during which the load would otherwise have been interrupted (see Sheet No. 8.830). This incremental charge shall apply to the Non-Firm Customer for all consumption above the Customer's Firm Standby Demand during the time in which the non-firm load would otherwise have been interrupted. If, for any reason during such period, this capacity and/or energy is (are) no longer available or cannot be accommodated by the Company's system, the terms of this Continuity of Service Provision will cease to apply and interruptions will be required for the remainder of such period.

Any Customer served under this Rate Schedule may elect to minimize the interruptions through the procedure described above. The initial election must be made in the Agreement. Any adjustment or change to the election must be provided to the Company with at least 24 hours' written notice (not including holidays and weekends) and must be by mutual agreement, in writing, between the Customer and the Company. In such case, the written notice will replace any prior election with regard to this Continuity of Service Provision.

#### RULES AND REGULATIONS:

Service under this Rate Schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this Rate Schedule and said "General Rules and Regulations for Electric Service" the provision of this Rate Schedule shall apply.

#### DEFINITIONS:

Generating Capacity Emergency:

A Generating Capacity Emergency exists when any one of the electric utilities in the state of Florida has inadequate generating capability, including purchased power, to supply its firm load obligations.

Force Majeure:

Force Majeure for the purposes of this Rate Schedule means causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, riots, environmental constraints lawfully imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar occurrences.

ECONOMIC DEVELOPMENT RIDER – EDR

AVAILABLE:

In all territory served.

This Rider is available for load associated with initial permanent service to new establishments or the expansion of existing establishments. Service under the Rider is limited to Customers who make application to the Company for service under this Rider, and for whom the Company approves such application after June 1, 2011. The New Load applicable under this Rider must be a minimum of 350 kW at a single delivery point. To qualify for service under this Rider, the Customer must employ an additional work force of at least 10 full-time employees per 350 kW of New Load. The employment requirement for customers applying after June 1, 2013, is 25 additional full-time jobs per 350 kW.

Initial application for this Rider is not available to existing load. However, if a change in ownership occurs after the Customer contracts for service under this Rider, the successor Customer may be allowed to fulfill the balance of the contract under Rider EDR and continue the schedule of credits outlined below. This Rider is also not available for renewal of service following interruptions such as equipment failure, temporary plant shutdown, strike, or economic conditions. This Rider is also not available for load shifted from one establishment or delivery point on the Florida Power and Light system to another on the Florida Power and Light system.

The load and employment requirements under the Rider must be achieved at the same delivery point. Additional metering equipment may be required to qualify for this Rider. The Customer’s Service Agreement under this Rider must include a description of the amount and nature of the load being provided, the number of full-time jobs resulting, and documentation verifying that the availability of the Economic Development Rider is a significant factor in the Customer’s location/expansion decision.

LIMITATION OF SERVICE:

The Company reserves the right to limit applications for this Rider when the Company’s Economic Development expenses from this Rider, the Existing Facility Economic Development Rider (EFEDR), and other sources exceed the maximum amount allowed by FPSC rule 25-6.0426 F.A.C. Service under this rider may not be combined with service under the EFEDR.

DEFINITION:

New Load: New Load is that which is added to the Company’s system by a new establishment after June 1, 2011. For existing establishments, New Load is the net incremental load above that which existed prior to approval for service under this Rider.

DESCRIPTION:

A credit based on the percentages below will be applied to the base demand charges and base energy charges of the Customer’s otherwise applicable rate schedule associated with the Customer’s New Load:

Year 1 –	20% reduction in base demand and energy charges*
Year 2 –	15% “
Year 3 –	10% “
Year 4 –	5% “
Year 5 –	0% “

\* All other charges including customer charge, fuel cost recovery, capacity cost recovery, conservation cost recovery, environmental cost recovery, and storm charge will also be based on the Customer’s otherwise applicable rate. The otherwise applicable rates may be any of the following: GSD-1, GSDD-1, GSDT-1, GSLD-1, GSLDT-1, GSLD-2, GSLDT-2, GSLD-3, GSLDT-3, HLFT, CS-1, CST-1, CS-2, CST-2, CS-3, CST-3, or CILC-1.

(Continued on Sheet No. 8.801)

(Continued from Sheet No. 8.800)

TERM OF SERVICE:

The Customer agrees to a five year contract term. Service under this Rider will terminate at the end of the fifth year.

The Company may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider. Failure to: 1) maintain the level of employment specified in the Customer's Service Agreement and/or 2) purchase from the Company the amount of load specified in the Customer's Service Agreement may be considered grounds for termination.

PROVISIONS FOR EARLY TERMINATION:

If the Company terminates service under this Rider for the Customer's failure to comply with its provisions, the Customer will be required to reimburse the Company for any discounts received under this Rider plus interest.

If the Customer opts to terminate service under this Rider before the term of service specified in the Service Agreement the Customer will be required to reimburse the Company for any discounts received under this Rider plus interest.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

**DEMAND SIDE MANAGEMENT ADJUSTMENT RIDER – (DSMAR)**AVAILABLE:

In all territory served by the Company.

LIMITATION OF AVAILABILITY:

Availability is limited to customers that have installed and are currently utilizing one or more of FPL's Commission approved Demand Side Management (DSM) or Research Project efficiency measures hereafter referred to as applicable DSM measures. To ensure the propriety of demand reductions, FPL requires that applicable DSM measures eligible for this Rider be installed within a two-year period prior to the date the customer's written request for application under this Rider is received. This Rider is limited to customers receiving service under one of the following rate schedules:

GSD-1	General Service Demand (21-499 kw)
GSDT-1	General Service Demand - Time of Use (21-499 kw)
GSLD-1	General Service Large Demand (500-1999 kw)
GSLDT-1	General Service Large Demand - Time of Use (500-1999 kw)
CS-1	Curtable Service (500-1999 kw)
CST-1	Curtable Service -Time of Use (500-1999 kw)
GSLD-2	General Service Large Demand (2000 kw +)
GSLDT-2	General Service Large Demand - Time of Use (2000 kw +)
CS-2	Curtable Service (2000 kw +)
CST-2	Curtable Service -Time of Use (2000 kw +)
GSLD-3	General Service Large Demand (2000 kw +)
GSLDT-3	General Service Large Demand - Time of Use (2000 kw +)
CS-3	Curtable Service (2000 kw +)
CST-3	Curtable Service -Time of Use (2000 kw +)
HLF	High Load Factor-Time of Use (21-499kw, 500-1999kw, and 2000kw+)

Customers receiving service under the Commercial/Industrial Demand Rider (CDR), who are also served by one of the above rates schedules will also qualify for this Rider. Customers receiving service under the Economic Development Rider (EDR) will qualify for this Rider so long as the load requirements of the EDR are being met. Customers that take service under this Rider will not be eligible to enter into an agreement for contracting up to a higher demand requirement rate schedule.

APPLICATION:

Customers served under one of the above rate schedules (the applicable rate schedule) before the installation of applicable DSM measures will qualify as continuing to meet the demand requirement for their applicable rate schedule when their electrical demand falls below the stated demand requirement as a direct result of the installation of one or more applicable DSM measures. If a customer's actual electrical demand is below the customer's adjusted minimum demand requirement of the applicable rate schedule for twelve (12) consecutive months, the customer will be dropped to the next lower demand requirement rate schedule until the customer's actual demand meets or exceeds the adjusted minimum demand level of the applicable rate schedule. Curtable customers and customers under the CDR must still be capable of providing the minimum level of curtailment or interruption specified in their rate schedules and curtailment/CDR agreement, based on their actual measured demand. Additionally, the customer shall be required to complete a DSM Adjustment Rider Declaration Form for service under this schedule.

DETERMINATION OF QUALIFYING DEMAND:

The demand requirements for the customer's applicable rate schedule shall be adjusted downward for the demand savings attributable to the installation of one or more of the applicable DSM measures (DSM Adjustment), for the determination of demand requirement qualification.

DETERMINATION OF BILLING DEMAND:

The customer's billing demand shall be the customer's actual electrical demand as specified in the Customer's applicable rate schedule.

TERM OF SERVICE:

The DSM adjustment rider will remain in force as long as the customer is utilizing one or more of the applicable DSM measures, and remains eligible consistent with the APPLICATION provisions to this Rider.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

TRANSFORMATION RIDER - TR

AVAILABLE:

In all territory served.

APPLICATION:

In conjunction with any commercial or industrial rate schedule specifying delivery of service at any available standard voltage when Customer takes service from available primary lines of 2400 volts or higher at a single point of delivery.

MONTHLY CREDIT:

The Company, at its option, will either provide and maintain transformation facilities equivalent to the capacity that would be provided if the load were served at a secondary voltage from transformers at one location or, when Customer furnishes transformers, the Company will allow a monthly credit of \$0.15 per kW of Billing Demand. Any transformer capacity required by the Customer in excess of that provided by the Company hereunder may be rented by the Customer at the Company's standard rental charge.

The credit will be deducted from the monthly bill as computed in accordance with the provisions of the Monthly Rate section of the applicable Rate Schedule before application of any discounts or adjustments. No monthly bill will be rendered for an amount less than the minimum monthly bill called for by the Agreement for Service.

SPECIAL CONDITIONS:

The Company may change its primary voltage at any time after reasonable advance notice to any Customer receiving credit hereunder and affected by such change, and the Customer then has the option of changing its system so as to receive service at the new line voltage or of accepting service (without the benefit of this rider) through transformers supplied by the Company.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

SEASONAL DEMAND – TIME OF USE RIDER – SDTR  
 (OPTIONAL)

RIDER: SDTR

AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose with a measured Demand in excess of 20 kW. This is an optional rate available to customers otherwise served under the GSD-1 GSDT-1, GSLD-1, GSLDT-1, GSLD-2 or GSLDT-2 Rate Schedules.

SERVICE:

Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

OPTION A: Non-Seasonal Standard Rate

	<u>SDTR-1</u> <u>21-499 kW</u>	<u>SDTR-2</u> <u>500-1,999 kW</u>	<u>SDTR-3</u> <u>2,000 kW or greater</u>
Annual Maximum Demand			
Customer Charge:	\$26.50	\$79.45	\$238.17
Demand Charges:			
Seasonal On-peak Demand Charge Per kW of Seasonal On-peak Demand	\$11.03	\$12.60	\$13.20
Non-Seasonal Demand Charge Per kW of Non- Seasonal Maximum Demand	\$9.54	\$11.97	\$12.46
Capacity Payment Charge:	See Sheet No. 8.030		
Conservation Charge:	See Sheet No. 8.030		
Energy Charges:			
Base Seasonal On-Peak Per kWh of Seasonal On-Peak Energy	8.835 ¢	6.245 ¢	4.955 ¢
Base Seasonal Off-Peak Per kWh of Seasonal Off-Peak Energy	1.594 ¢	1.266 ¢	1.237 ¢
Base Non-Seasonal Energy Charge Per kWh of Non-Seasonal Energy	2.222 ¢	1.755 ¢	1.579 ¢
Environmental Charge:	See Sheet No. 8.030		
Additional Charges:			
Fuel Charge:	See Sheet No. 8.030		
Storm Charge:	See Sheet No. 8.040		
Franchise Fee:	See Sheet No. 8.031		
Tax Clause:	See Sheet No. 8.032		



(Continued from Sheet No. 8.830)

OPTION B: Non-Seasonal Time of Use Rate

	<u>SDTR-1</u> 21-499 kW	<u>SDTR-2</u> 500-1,999 kW	<u>SDTR-3</u> 2,000 kW or greater
Annual Maximum Demand			
Customer Charge:	\$26.50	\$79.45	\$238.17
Demand Charges:			
Seasonal On-peak Demand Charge Per kW of Seasonal On-peak Demand	\$11.03	\$12.60	\$13.20
Non-Seasonal Demand Charge Per kW of Non- Seasonal Peak Demand	\$9.54	\$11.97	\$12.46
Capacity Payment Charge	See Sheet No. 8.030		
Conservation Charge	See Sheet No. 8.030		
Energy Charges:			
Base Seasonal On-Peak Per kWh of Seasonal On-Peak Energy	8.835 ¢	6.245¢	4.955 ¢
Base Seasonal Off-Peak Per kWh of Seasonal Off-Peak Energy	1.594 ¢	1.266 ¢	1.237 ¢
Base Non-Seasonal On-Peak Per kWh of Non-Seasonal On-Peak Energy	5.049 ¢	3.738 ¢	3.411 ¢
Base Non-Seasonal Off-Peak Per kWh of Non-Seasonal Off-Peak Energy	1.594 ¢	1.266 ¢	1.237 ¢
Environmental Charge	See Sheet No. 8.030		
Additional Charges:			
Fuel Charge	See Sheet No. 8.030		
Storm Charge	See Sheet No. 8.040		
Franchise Fee	See Sheet No. 8.031		
Tax Clause	See Sheet No. 8.032		

Minimum Charge: The Customer Charge plus the currently effective Demand Charges.

NON-SEASONAL RATING PERIODS (OPTION B only):

Non-Seasonal On-Peak Period:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through May 31 and October 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day.

Non-Seasonal Off-Peak Period:

All other hours.

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(Continued from Sheet No. 8.831)

ANNUAL MAXIMUM DEMAND:

The highest monthly Maximum Demand recorded during the last 12 months, as determined from the Company's metering equipment for the 30-minute period of Customer's greatest use, as adjusted for power factor.

SEASONAL ON-PEAK DEMAND:

The kW to the nearest whole kW, as determined from the Company's time of use metering equipment for the 30-minute period of Customer's greatest use, as adjusted for power factor between the hours of 3 p.m. and 6 p.m. on weekdays during the billing months of June through September, excluding Memorial Day, Independence Day and Labor Day.

SEASONAL ON-PEAK ENERGY:

The kWh consumed during the hours of 3 p.m. and 6 p.m. on weekdays during the billing months June through September, excluding Memorial Day, Independence Day and Labor Day.

SEASONAL OFF-PEAK ENERGY:

All other hours during the billing months of June, July, August and September.

NON-SEASONAL DEMAND:

The kW to the nearest whole kW, as determined from the Company's metering equipment, for the 30-minute period of the Customer's greatest use during the month as adjusted for power factor during the billing months of January through May and October through December.

NON-SEASONAL ENERGY (OPTION A):

The kWh consumed during the billing months of January through May and October through December.

NON-SEASONAL ON-PEAK ENERGY (OPTION B):

The kWh consumed during Non-Seasonal On-Peak Period.

NON-SEASONAL OFF-PEAK ENERGY (OPTION B):

The kWh consumed during Non-Seasonal Off-Peak Period.

TERM OF SERVICE:

Initial term is one year with automatic, successive one year extensions unless terminated in writing by either the Company or the Customer at least ninety (90) days prior to the expiration of the current Term of Service.

TERMINATION PROVISIONS:

Customers terminating service before the end of their current Term of Service shall be rebilled under the otherwise applicable rate for the lesser of 1) total period of time in which service under the Seasonal Demand Time of Use Rider was taken or 2) the most recent twelve months. Customers terminating service under the Seasonal Demand Time of Use Rider shall not be eligible to receive service under the Rider for a period of twelve months.

RULES AND REGULATIONS:

Service under this Rider is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provisions of this Rider and said "General Rules and Regulations for Electric Service" the provisions of this Rider shall apply.

RESERVED FOR FUTURE USE

SUPPLEMENTAL POWER SERVICES RIDER PILOT  
(OPTIONAL)

RATE SCHEDULE: OSP-1

AVAILABLE:

In all territory served. This optional rider ("Rider") is available on a voluntary basis to Customers who desire an alternative source of power supply and/or power conditioning service ("Service") in the event Customers' normal electric supply is disrupted. This Rider shall expire three years from the effective date of this program, unless extended by approval of the FPSC. No new Optional Supplemental Power Services Agreements may be executed following the expiration of this Rider. Service under this Rider shall be provided under the terms specified in the Optional Supplemental Power Services Agreements that are outstanding at such time as the Rider expires.

APPLICATION:

Service is provided through the installation of equipment by the Company at the Customer's premise, the purpose of which is to meet the Customer's requested scope of Service. In order to meet the Service need identified by the Customer, the Company will conduct an evaluation of Customer requirements and of potential solutions, including the potential need of a detailed professional engineering design through a feasibility study. The Company and the Customer may thereafter execute a Residential or Non-Residential Optional Supplemental Power Services Agreement ("Agreement") which must include a description of the equipment to be installed, the Service to be performed, and the monthly charge for the Service. Upon receipt of the proposed Agreement from Company, the Customer shall have no more than ninety (90) days to execute the Agreement. After 90 days, the proposed Agreement shall be considered expired, unless extended in writing by the Company.

Service would be at the Customer's request and is not considered by the Company to be usual and customary for the type of installation to be served.

LIMITATION OF SERVICE:

Installation of Service equipment shall be made only when, in the judgment of the Company, the location and the type of the Service equipment are, and will continue to be economical, accessible and viable. The Company will own, operate and maintain the Service equipment for the term of the Agreement.

The Company may, at its option, provide and maintain equipment required by the Customer beyond the point of delivery for standard electric service. In the event that Company agrees to a Customer's request to connect generating equipment on the Company's side of the billing meter, energy provided by such equipment will be billed under the Customer's otherwise applicable general service rate schedule.

MONTHLY SERVICE PAYMENT:

The Company will design, procure, install, own, operate and provide maintainance to all equipment included in the determination of the Monthly Service Payment. The Monthly Service Payment under this Rider is in addition to the monthly billing determined under the Customer's otherwise applicable rate schedule and any other applicable charges, and shall be calculated based on the following formula:

$$\text{Monthly Service Payment} = \text{Capital Cost} + \text{Expenses}$$

Where:

Capital Cost shall be levelized over the term of Service based upon the estimated installed cost of equipment times a carrying cost. The carrying cost is the cost of capital, reflecting current capital structure and most recent FPSC-approved return on common equity.

Any replacement cost(s) expected to be incurred during the term of Service will also be included. Any equipment installed by the Company that is not necessary to support Service to the customer shall not be included in the Monthly Service Payment.

Except for fuel expenses, projected expenses will be recovered on a levelized basis over the term of Service and may include, but not be limited to: non-fuel operations and maintenance expenses associated with the installed equipment, administrative and general expenses, depreciation expense, income taxes, and property taxes that will be recorded as costs are incurred.

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Fuel expenses, if applicable, will be recalculated annually for the following 12-month period based on forecasted operating parameters and expected fuel costs, and will be in addition to the Monthly Service Payment. Fuel expense will be based upon an estimate of the cost of fuel consumed for back-up operation and testing and also includes, but is not limited to, delivery costs, inventory costs, administrative expenses and taxes applicable to Company's acquisition, storage and delivery of the fuel. Actual fuel expenditures will be reconciled to projected fuel revenues annually and any differential will be incorporated into the following twelve (12) month fuel charge component.

REVISIONS TO MONTHLY SERVICE PAYMENT:

In addition to annual revisions to fuel expense, when applicable, during the term of the Service, the Monthly Service Payment(s) may be adjusted, by agreement of both the Customer and the Company, to reflect the Customer's request for modifications to the Service and equipment specified in the Optional Supplemental Power Services Agreement. Modifications include, but are not limited to, equipment modifications necessitated by changes in the character of Service required by the Customer, requests by the Customer for supplemental equipment or services, or changes or increases in the Customer's facilities which will materially affect the operation of the Company's equipment.

TERM OF SERVICE:

The term of Service will be specific to each Optional Supplemental Power Services Agreement.

RULES AND REGULATIONS:

Service under this Rider is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this Rider and said "General Rules and Regulations for Electric Service" the provision of this Rider shall apply.

Existing Facility Economic Development Rider - EFEDRAVAILABLE:

In all territory served.

This Rider is available for the establishment of New Load in Commercial or Industrial space that has been vacant for more than six months. Service under the Rider is limited to Customers with a measured demand of at least 350 kW and who create at least 10 new full-time jobs per 350 kW who make application to the Company for service under this Rider, and for whom the Company approves such application after June 1, 2011. The employment requirement for customers applying after June 1, 2013, is 25 additional full-time jobs per 350 kW.

Initial application for this Rider is not available to existing load. However, if a change in ownership occurs after the Customer contracts for service under this Rider, the successor Customer may be allowed to fulfill the balance of the contract under Rider EFEDR and continue the schedule of credits outlined below. This Rider is not available for renewal of service following interruptions such as equipment failure, temporary plant shutdown, or strike. This Rider is also not available for load shifted from one establishment or delivery point on the Florida Power and Light system to another on the Florida Power and Light system.

The load and employment requirements under the Rider must be achieved at the same delivery point. The Customer's Service Agreement under this Rider must include a description of the amount and nature of the load being provided, documentation verifying that the availability of this rider is a significant factor in the Customer's location decision, and verification that the Customer has no affiliation with the previous occupant.

LIMITATION OF SERVICE:

The Company reserves the right to limit applications for this Rider when the Company's Economic Development expenses from this Rider, the Economic Development Rider (EDR), and other sources exceed the maximum amount allowed by FPSC rule 25-6.0426 F.A.C. Service under this rider may not be combined with service under the EDR.

New service requiring installation of additional facilities may require monthly or annual guarantees, cash contributions in aid of construction, and/or advances for construction.

DEFINITION:

New Load: New Load is that which is established after June 1, 2011 in Commercial or Industrial space that has been vacant for more than six months prior to application for service under this Rider. Verification of vacancy will be established by evidence of no or minimal electric load during the time period in question.

DESCRIPTION:

A credit based on the percentages below will be applied to the base demand charges and base energy charges of the Customer's otherwise applicable rate schedule associated with the Customer's New Load:

Year 1 – 25% reduction in base demand and energy charges*	
Year 2 – 20%	“
Year 3 – 15%	“
Year 4 – 10%	“
Year 5 – 5%	“

\* All other charges including customer charge, fuel cost recovery, capacity cost recovery, conservation cost recovery, environmental cost recovery, and storm charge will also be based on the Customer's otherwise applicable rate. The otherwise applicable rates may be any of the following: GSD-1, GSDD-1, GSDL-1, GSDD-1, GSDL-2, GSDD-2, GSDL-3, GSDD-3, HLFT, CS-1, CST-1, CS-2, CST-2, CS-3, or CST-3.

TERM OF SERVICE:

The Customer agrees to a five year contract term. Service under this Rider will terminate at the end of the fifth year.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

Commercial/Industrial Service RiderRATE SCHEDULE: CISR-1AVAILABLE:

In all territory served.

This Rider is available, at the Company's option, to non-residential customers currently taking firm service, or qualified to take firm service, under the Company's Rate Schedules applicable to loads of 2 MW or greater. Customers desiring to take service under this rider must make a written request. Such request shall be subject to the Company's approval, with the Company under no obligation to grant service under this rider. Resale not permitted.

This rider will be closed to further subscription by eligible customers when either of the following conditions has occurred: 1) The total capacity subject to executed Contract Service Agreements ("CSAs") reaches 300 MW of connected load, or (2) The Company has executed fifty (50) CSAs with eligible customers under this rider. These limitations on subscription can be removed or revised by the Florida Public Service Commission ("Commission") at any time upon good cause having been shown by the Company.

The Company is not authorized by the Commission to offer a CSA under this rate schedule in order to shift existing load currently being served by a Florida electric utility pursuant to a tariff rate schedule on file with the Commission away from that utility to the company.

APPLICABLE:

Service provided under this optional rider shall be applicable to all, or a portion of, the customer's existing or projected electric service requirements which the customer and the Company have determined, but for the application of this rider, would not be served by the Company and which otherwise qualifies for such service under the terms and conditions set forth herein ("Applicable Load"). Two categories of Applicable Load shall be recognized: Retained Load (existing load at an existing location) and New Load (all other Applicable Load).

Applicable Load must be served behind a single meter and must exceed a minimum level of demand determined from the following provisions:

New and Retained Load: 2 MW of installed, connected demand.

LIMITATION OF SERVICE:

Any customer receiving service under this Rider must provide the following documentation, the sufficiency of which shall be determined by the Company:

1. Legal attestation by the customer (through an affidavit signed by an authorized representative of the customer) to the effect that, but for the application of this rider to the new or retained load, such load would not be served by the Company;
2. Such documentation as the Company may request demonstrating to the Company's satisfaction that there is a viable lower cost alternative (excluding alternatives in which the Company has an ownership or operating interest) to the customer's taking electric service from the Company; and
3. In the case of an existing customer, an agreement to provide the Company with a recent energy audit of the customer's physical facility which provides sufficient detail to provide reliable cost and benefit information on energy efficiency improvements which could be made to reduce the customer's cost of energy in addition to any discounted pricing provided under this rider.

(Continued on Sheet 8.920)

(Continued from Sheet 8.910)

DESCRIPTION:

## Monthly Charges:

Unless specifically noted in this rider or within the CSA, the charges assessed for service shall be those found within the otherwise applicable rate schedules.

## Additional Customer Charges:

\$250 / month

## Base Demand / Energy Charges:

The negotiable charges under this rider may include the Base Demand and/or Energy Charges as set forth in the otherwise applicable tariff schedule. The specific charges or procedure for calculating the charges under this rider shall be set forth in the negotiated CSA and shall recover all incremental costs the Company incurs in serving the customer plus a contribution to the Company's fixed costs as determined by the Company.

RULES AND REGULATIONS:

This optional rider is offered in conjunction with the rates, terms and conditions of the tariff under which the customer takes service and affects the total bill only to the extent that negotiated rates, terms and conditions differ from the rates, terms and conditions of the otherwise applicable rate schedules as provided for under this rider.

Any negotiated provisions and/or conditions associated with the Monthly Charges shall be set forth in the CSA. These negotiated provisions and/or conditions may include, but are not limited to, a guarantee by the Company to maintain the level of either the Base Demand and/or Energy charge discounts negotiated under this rider for a specified period, such period not to exceed the term of the CSA.

Each customer shall enter into a sole supplier CSA with the Company to purchase the customer's entire requirements for electric service at the service location(s) set forth in the CSA. For purposes of the CSA "the requirements for electric service" may exclude certain electric service requirements served by the customer's own generation as of the date shown on the CSA. The CSA shall be considered a confidential document. The pricing levels and procedures described within the CSA, as well as any information supplied by the customer through an energy audit or as a result of negotiations or information requests by the Company and any information developed by the Company in connection therewith shall be treated by the Company as confidential, proprietary information. If the Commission or its staff seeks to review any such information that the parties wish to protect from public disclosure, the information shall be provided with a request for confidential classification under the confidentiality rules of the Commission.

The CSA, its terms and conditions, and the applicability of this rider to any particular customer or specific load shall be subject to the regulations and orders of the Commission.



VOLUNTARY SOLAR PARTNERSHIP RIDER  
(OPTIONAL PILOT PROGRAM)

RATE SCHEDULE: VSP

AVAILABLE:

In all territory served by FPL (“the Company”) to customers receiving service under any FPL metered rate schedule. This voluntary solar partnership pilot program (“VSP Program”, “the Pilot”) provides customers an opportunity to participate in a program designed to construct and operate commercial-scale, distributed solar photovoltaic facilities located in communities throughout FPL’s service territory. Service under this rider shall terminate December 31, 2020, unless extended by order of the Florida Public Service Commission (“FPSC”), or terminated earlier by the Company upon notice to the FPSC.

APPLICATION:

Available upon request to all customers in conjunction with the otherwise applicable metered rate schedule.

LIMITATION OF SERVICE:

Any customer under a metered rate schedule who has no delinquent balances with the Company is eligible to elect the VSP Program. A customer may terminate participation in the VSP Program at any time and may be terminated from the Pilot by the Company if the customer becomes subject to collection action on the customer’s service account.

CHARGES:

Each voluntary participant shall agree to make a monthly contribution of \$9.00, in addition to charges applied under the otherwise applicable metered rate schedule. Customer billing will start on the next scheduled billing date upon notification of service request. The VSP Program contribution will not be prorated if the billing period is for less than a full month.

Upon participant’s notice of termination, no VSP Program contribution will be assessed in the billing period in which participation is terminated.

TERM OF SERVICE:

Not less than one (1) billing period.

SPECIAL PROVISIONS:

Upon customer request, program participation may continue at a new service address if the customer moves within FPL’s service territory.

RULES AND REGULATIONS:

Service under this rider is subject to orders of governmental bodies having jurisdiction and to the currently effective “General Rules and Regulations for Electric Service” on file with the Florida Public Service Commission. In case of conflict between any provisions of this schedule and said “General Rules and Regulations for Electric Service” the provisions of this rider shall apply.

SOLARTOGETHER RIDER  
(OPTIONAL PROGRAM)

RATE SCHEDULE: STRAVAILABLE:

The FPL SolarTogether<sup>SM</sup> Rider ("FPL SolarTogether" or "the Program") is available in all territory served, subject to subscription availability. This optional program allows FPL customers to subscribe to a portion of universal solar capacity built for the benefit of the Program and receive a credit for the actual solar production associated with their subscription.

APPLICATION:

In conjunction with the otherwise applicable metered rate schedule. All rates and charges under the customers' otherwise applicable metered rate schedule shall apply.

MONTHLY SUBSCRIPTION:

The Monthly Subscription shall be equal to the sum of the *Monthly Subscription Charge + Monthly Subscription Credit* as follows:

Monthly Subscription			
Participant		Low Income Participant	
Subscription Charge \$/kW-Month	Subscription Credit ¢/kWh	Subscription Charge \$/kW-Month	Subscription Credit \$/kW-Month
See Sheet No. 8.934	See Sheet No. 8.934	See Sheet No. 8.934	See Sheet No. 8.934

LIMITATION OF SERVICE:

Any customer taking service under a metered rate schedule who has no delinquent balances with FPL is eligible to participate. Eligible customers may elect a subscription level in 1 kW units representing up to 100% of their previous 12-month total kWh usage. Customers at or below 200% of the federal poverty level are eligible for participation at the low income pricing provided by this tariff. Increases in number of units purchased will be limited to once per year and subject to program availability.

BILLING:

Participants are subject to the minimum bill on their otherwise applicable rate schedule. The FPL SolarTogether Monthly Subscription Charge and offsetting Monthly Subscription Credit will appear as separate line items on a participant's bill during every month of enrollment, and are subject to all applicable taxes and fees.

Monthly Subscription Credit amounts may not result in a total bill less than zero (\$0). Any excess credit amounts will be applied in subsequent months to ensure participant total bill amounts meet this requirement.

TERMS OF SERVICE:

Not less than one (1) billing cycle. Participants may, at any time following their first billing cycle, terminate their participation ("Voluntary Termination") or reduce the number of subscribed units purchased. Participants may be terminated from the program by FPL if the customer becomes delinquent on the customer's electric service account or for failure to satisfy eligibility requirements ("Involuntary Termination"). Upon either Voluntary or Involuntary Termination, the account is prohibited from re-enrolling for a twelve (12) month period.

(Continued on Sheet No. 8.933)

(Continued from Sheet No. 8.932)

SPECIAL PROVISIONS:

If the customer moves within FPL's service territory, program participation may continue at a new service address with no impact the customer's program enrollment date subject to the limitations and terms outlined above. Notification to transfer participation must be made by the customer to the Company and the Company will have 45 days to complete the transfer.

Upon customer request, FPL will retire the renewable energy certificate (RECs) associated with the customer's subscription. Notification to retire RECs must be made by the customer to the Company. The accumulation of RECs associated with the participant's subscription will begin following notification and FPL will provide participants with REC retirement summary reports periodically throughout the year.

RULES AND REGULATIONS:

Service under this rider is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provisions of this schedule and said "General Rules and Regulations for Electric Service" the provisions of this rider shall apply. The participant subscription is neither a security nor an ownership interest in the solar asset and therefore no owned interest is to be surrendered, sold, or traded.

(Continued on Sheet No. 8.934)

(Continued from Sheet No. 8.933)

MONTHLY SUBSCRIPTION  
FPL SOLARTOGETHER PARTICIPANT RATES

Participant Program Year	Phase 1			
	Participant		Low Income Participant	
	Subscription Charge \$/kW-Month	Subscription Credit ¢/kWh	Subscription Charge \$/kW-Month	Subscription Credit \$/kW-Month
1	\$6.76	(3.40468)	\$5.57	\$6.27
2	\$6.76	(3.46256)	\$5.57	\$6.27
3	\$6.76	(3.52142)	\$5.57	\$6.27
4	\$6.76	(3.58129)	\$5.57	\$6.27
5	\$6.76	(3.64217)	\$5.57	\$6.27
6	\$6.76	(3.70409)	\$5.57	\$6.27
7	\$6.76	(3.76706)	\$5.57	\$6.27
8	\$6.76	(3.83110)	\$5.57	\$6.27
9	\$6.76	(3.89622)	\$5.57	\$6.27
10	\$6.76	(3.96246)	\$5.57	\$6.27
11	\$6.76	(4.02982)	\$5.57	\$6.27
12	\$6.76	(4.09833)	\$5.57	\$6.27
13	\$6.76	(4.16800)	\$5.57	\$6.27
14	\$6.76	(4.23886)	\$5.57	\$6.27
15	\$6.76	(4.31092)	\$5.57	\$6.27
16	\$6.76	(4.38420)	\$5.57	\$6.27
17	\$6.76	(4.45873)	\$5.57	\$6.27
18	\$6.76	(4.53453)	\$5.57	\$6.27
19	\$6.76	(4.61162)	\$5.57	\$6.27
20	\$6.76	(4.69002)	\$5.57	\$6.27
21	\$6.76	(4.76975)	\$5.57	\$6.27
22	\$6.76	(4.85083)	\$5.57	\$6.27
23	\$6.76	(4.93330)	\$5.57	\$6.27
24	\$6.76	(5.01716)	\$5.57	\$6.27
25	\$6.76	(5.10245)	\$5.57	\$6.27
26	\$6.76	(5.18920)	\$5.57	\$6.27
27	\$6.76	(5.27741)	\$5.57	\$6.27
28	\$6.76	(5.36713)	\$5.57	\$6.27
29	\$6.76	(5.45837)	\$5.57	\$6.27
30	\$6.76	(5.55116)	\$5.57	\$6.27